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# Residence Contract

This is a legal document. Please ensure that you have *thoroughly read and understood* all of the material contained in the Residence Contract. All students who accept their room offer must acknowledge acceptance of the terms and conditions of the Residence Contract where indicated during the on line process. You will not be permitted to move into Residence unless this Contract is signed.

NOTE: The Department of Housing and Conference Services communicates important information concerning the enforcement of this Contract by means of e-mail messaging addressed to the student resident's Carleton University E-mail address. It is the responsibility of each student resident to frequently and promptly read and respond to all e-mail messaging received from the Department of Housing and Conference Services.

## **A. Occupancy, Eligibility, Fees**

### **A.1. Term of Occupancy and Meal Service**

A.1.1. Residence rooms are provided from September 2, 2012 through to December 19 (inclusive) and from January 6, 2013 through to midnight of the following day after the commencement of the resident's last regularly scheduled spring examination as listed in the University April 2013 Exam Schedule. Students who complete their examinations and who then act in violation of this Contract or who have previous violations of the Residence Contract may be asked to leave Residence immediately.

**Notwithstanding the above, ALL students must check out of Residence no later than noon April 28, 2013.**

A.1.2. Residence meals are provided from lunch, September 2, 2012 through lunch, December 20, 2012 and from dinner, January 6, 2013 through to dinner of the following day after the commencement of the resident's last regularly scheduled spring examination.

**Notwithstanding the above, no meals will be served after Lunch, April 28, 2013.**

No refunds will be given for board meals which are no longer available to students whose meal privileges are terminated in accordance with the section A.1.2 as provision was made in setting the board rate to compensate for this.

The Dining Dollars terminate on April 30, 2013. Tax regulations prohibit the refunding of any balances.

A.1.3. Residence, with the exception of Leeds, Frontenac, Prescott, Russell, Lennox and Addington and other specified living units, will be closed and most Residence services suspended from 4:00 p.m., December 20, 2012 to noon, January 6, 2013. Every attempt will be made to accommodate students who indicated, on their application to Residence, that they are unable to leave the campus during the close down period. The requirement to stay over during this period will take priority during the room assignment process. Such students, however, should be prepared to make arrangements for their temporary accommodation. Students who register and receive permission to remain in Residence will be required to pay an additional fee not exceeding \$175 for the use of room only, in the period December 20, 2012 through January 5, 2013, inclusive.

No meals will be served in the Residence Dining Halls from after lunch, December 20, 2012 until dinner, January 6, 2013 and service at other campus dining services is very limited in the same period.

A.1.4. While individual spring examination schedules are not determined at this time, it is known that the April 2013 examination period is April 13 to April 27, 2013, inclusive. Students, who must remain in Residence longer than midnight of the next day after the commencement of their last regularly scheduled spring examination, **require the prior permission of the Department of Housing and Conference Services to do so and will be required to pay an additional daily fee of \$25 for room only**. Meal plan extensions cannot be purchased; however, students who have purchased Board Plan A, B, C or D may use any remaining portion of their Dining Dollars and all students may pay cash to purchase the meals that they require. The deadline for making a request to be able to stay, for periods longer than 24 hours after the commencement of the student's last regularly scheduled spring examination will be announced in early March.

## **A.2. Status Requirements for Residence Students**

A.2.1. Only full time students of Carleton University (as defined by the Registrar's Office) and part time students, who have obtained the permission of the Department of Housing and Conference Services, may live in Residence. Once admitted to Residence, if a student's academic status changes, the student must immediately advise the Department of Housing and Conference Services of that change and the Department may terminate this Contract and direct the student to leave Residence.

A.2.2. Part time students who continue to live in Residence continue to be bound by all applicable conditions of the Residence Contract. The Department may impose a bond on the resident who has been granted exception to remain in Residence to guarantee continuing good behaviour. The amount of the bond may not exceed \$500.00.

A.2.3. Undergraduate students applying to live in Residence beyond their first year of study must be able to demonstrate that, during their most recent previous registration, they passed the equivalent of four full credits. Exceptions may be considered. Graduate students must be able to demonstrate that, during their most recent previous registration, they have met the full time requirements as determined by the Faculty of Graduate Studies and Postdoctoral Affairs. Exceptions may be considered.

A.2.4. During the academic year should the Department of Housing and Conference Services consider that the behaviour and conduct of a resident has not been appropriate and within the spirit of beneficial community living, the resident may be refused permission to participate in the processes of application to Residence in a subsequent year, regardless of academic standing.

**A.3. Fees**

A.3.1. Each Resident is required to pay a Residence fee. This fee includes the cost of accommodation, meals (in the cases of Leeds House and Frontenac House residents, participation in the meal plan is optional), phone with local service, Internet connection and membership in the Rideau River Residence Association (undergraduates), or Graduate Residence Committee (graduates), for the term of the contract period.

The fees below are for the 2012-13 contract period.

Traditional Residence		
Meal Plan	Double	Single
A	8,863	9,831
B	8,723	9,691
C	8,655	9,623
D	n/a	n/a
E	9,251	10,219
F	9,531	10,499

Suites Residence		
Meal Plan	Double	Single
A	9,949	10,933
B	9,809	10,793
C	9,741	10,725
D	8,312	9,296
E	10,337	11,321
F	10,617	11,601
Room Only	n/a	6,937

Fees may be paid in full or in 2 installments (or more installments in the case of individuals holding Graduate Fellowships or Teaching Assistantships only), after the receipt of the \$700 deposit. Payment in full means that the *balance of payment must be made in full by August 31, 2012*. If payment is made in two installments the 1<sup>st</sup> payment must be made by August 31, 2012 and the 2<sup>nd</sup> installment by December 30, 2012.

The outstanding balance of fall and winter term fees is subject to assessment of the Extended Payment Charge. Further information regarding the prevailing rate of the EPC can be found at [www.carleton.ca/fees](http://www.carleton.ca/fees)

A.3.2. From the commencement of the Fall Term, students may change their meal plan option any number of times to and including September 20, 2012. After that date, and until the end of the Fall Term, meal plan options may be changed only if the change results in an increase in the number of weekly meals. From the commencement of the Winter Term, students may change their meal plan option any number of times to and including January 21, 2013. After that date, and until the end of the Winter Term, meal plan options may be changed only if the change results in an increase in the number of weekly meals. The

first meal plan option change made in each of the Fall and Winter Terms is free of charge; a \$25 administrative fee will be assessed for any subsequent meal plan option changes.

As the per diem rate differs for each plan, a credit or debit will be applied to the student’s meal plan account. This credit or debit will be dependent upon the cost of the new plan and the amount that remains on the existing plan. Students on Plans A, B C or D may add to the cash component of the meal plan at any time, without incurring an administrative fee.

Meal Plan D may only be purchased by residents of Leeds House, Prescott House and Frontenac House.

Residents of Leeds House and Frontenac House, who are enrolled in a meal plan, may opt into or out of their meal plan at any time, except between December 6 and December 19, 2012, and after April 10, 2013. An administrative fee of \$25 will be assessed for each of these changes after a first change.

A.3.3. Each resident must pay their share of all damage and extra cleaning charges which are assessed, as well as their share of monetary penalties assessed for violation of regulations. Any unpaid charges and penalties assessed against Residence students will be applied to their student account with the University and may include a further administrative charge.

A.3.4. The University does not carry insurance to protect possessions brought in to Residence by students and does not assume obligation or liability for lost, stolen or damaged items of personal property under any circumstances. In addition, the University does not assume obligation or liability for the replacement of food that may be lost or spoiled as a result of the failure of refrigerators provided in Leeds House, Prescott House and Frontenac House. It is the responsibility of the student to arrange insurance for such personal possessions. (Often, a parent’s policy can be extended to cover the Residence room). Students are responsible for damage they cause to their rooms for any reason.

A.3.5. In accordance with University policy on delinquent accounts, students who owe money at the end of an academic session will not have access to final grades, including official transcripts, may not graduate and will not be permitted to register again until all monies owing have been paid in full by cash or certified cheque.

**A.4. Room Occupancy**

A.4.1 Rooms may not be sublet or assigned to another person by the occupant.

A.4.2. A resident may not change rooms except with the permission of the Department of Housing and Conference Services and according to procedures established for changing rooms. After March 15, 2013, room changes and new assignments will only be permitted with special permission.

A.4.3. Residents who have completed a room change and who fail to return their original keys to the Housing Office, by the prescribed date and time, will be held financially responsible for the cost of a lock change on their original room.

A.4.4. The Department of Housing and Conference Services reserves the right to change accommodation assignments and require a resident to change rooms at any time.

A.4.5. There may be occasions when a vacancy of one of the beds in a double room occurs. Residents in this situation should be aware that it is a priority of the Department of Housing and Conference Services to fill the vacancy as soon as possible, and that they must maintain the room and furnishing to permit double occupancy.

A.4.6. When there are vacancies of one of the two beds in double rooms, the Department of Housing and Conference Services intends to manage these vacancies by invoking item A.4.4. of this Contract and requiring some residents in such situations to move to vacant spaces in double rooms other than their own.

A.4.7. When a resident has occupancy of a double room without a roommate, the resident may request, of the Department of Housing and Conference Services, that the room be re-designated as a single occupancy room by agreeing to pay the adjusted rate for a single occupancy room. The Department of Housing and Conference Services is not required to grant such requests.

#### **A.5. Cancellation of the Contract**

A.5.1. As the Residence Contract provides that tenure be for the full academic year, withdrawal from the Residence, but not the University, will be contingent upon the applicant assuming financial responsibility for the full Residence fee, until responsibility for the remainder of such fee has been assumed by an eligible student, as determined by the Department of Housing and Conference Services.

Those leaving Residence are required to complete a withdrawal form in the Housing Office as soon as their withdrawal date has been confirmed. The Department will begin the process of seeking a qualified replacement as soon as this form is received. Therefore, it is in the resident's interest to advise the Department as soon as possible of an intended withdrawal so as to minimize delay (and added cost to the withdrawing student) in the approval of a replacement. Students should also be aware that there are times when there may be very few or no qualified applicants seeking admission to Residence.

A.5.2. If a student withdraws from the University, such student must leave Residence within seven (7) days and his/her student account will be credited the full amount as of the date of departure, less a withdrawal fee of \$700.00, if there is no eligible replacement.

A.5.3. A withdrawal fee of \$700.00 will be assessed to any student whose Residence Contract is terminated by the Department of Housing and Conference Services.

A.5.4. If there are unfilled Residence fee contracts resulting from withdrawals caused by changes in academic status, the filling of these contracts will have priority over unfilled contracts created by residents who withdraw but who remain academically eligible to live in Residence and by those whose Residence is terminated.

A.5.5. No credit of fees will be granted to a student leaving Residence or to a student whose Contract is terminated after April 10<sup>th</sup>, 2013.

A.5.6. The resident acknowledges that the University cannot guarantee an uninterrupted supply of electricity, water, heat or other utility. The University will be diligent in restoring any interrupted utility where it is in its power to do so.

If at any time during the term of this Contract, the University fails to provide any of the facilities or services which it undertakes to provide under Section A of this Contract and makes no reasonable effort to institute or re-instate such facility or service, the resident may apply to the Department of Housing and Conference Services for cancellation and termination of this Contract. If the University is of the opinion that such failure is a breach of its obligation hereunder, then the Contract shall be terminated forthwith and the resident shall suffer no penalty for early termination.

A5.7. The terms and conditions of this Contract are subject to alteration from time to time to meet changing University conditions and requirements.

A.5.8. If the resident is in breach of any of the terms and conditions of this Contract, or if the Department of Housing and Conference Services considers that any action or conduct of a resident is prejudicial to the well-being of the Residence community, or exhibits conduct unbecoming a resident, the Department of Housing and Conference Services may give seven (7) days notice in writing to the resident, delivered personally or left in the resident's room or the resident's mailbox, that the Contract is thereby terminated and seven (7) days thereafter the Contract shall be at an end.

A.5.9. If the Department of Housing and Conference Services considers that any action or conduct of a student is such as to be a real or apparent danger to the health or physical safety of that student or of any other person in the Residence community, the Department may forthwith terminate this Contract by delivering a written notice of such termination to that resident or to the resident's room or the resident's mail box, and upon delivery of such notice, the Contract shall be at an end.

A.5.10. When a Contract is terminated in accordance with any of the foregoing provisions, the resident must completely vacate the assigned room and leave Residence on or before the termination date or forthwith, as the case may be, whether or not such resident has any appeal against the notice of termination and whether or not such resident in fact takes any steps to appeal or object to such termination.

A.5.11. If the Department of Housing and Conference Services considers that any action or conduct of a student is or may be a danger to the health or safety of that student or any other person in the Residence community, the Department may suspend this Contract immediately, by giving verbal or written notice. The suspension will continue for such length of time as the Department considers necessary for a full investigation of the circumstances and until the matter is finally disposed of, including if warranted, appropriate disciplinary action.

In such case, the student whose Residence Contract is suspended is required to leave and remain outside of the Residences and Residence Commons Building, including the Residence Dining Hall, unless otherwise allowed by the Department. The Department will provide an amount of money sufficient to assist the student with accommodation expenses during the course of the suspension. The Department will be diligent in its work to complete, in a timely manner, its investigation of the circumstances, which gave rise to the suspension.

Section E of this Contract outlines the process of appeal.

Action taken to suspend a Residence Contract may not be appealed.

## **B. Services and Facilities**

### **B.1. Meal Plans**

B.1.1. All Residence students, except those living in Leeds, Prescott and Frontenac Houses, must choose and participate in one of the following meal plans: A, B, C, E, F. All Residence students who live in Prescott House must choose and participate in one of the following meal plans: A, B, C, D, E, F. Any Residence student who lives in Leeds House or Frontenac House may choose and participate in one of the following meal plans: A, B, C, D, E, F. Participation in a meal plan is not obligatory for the residents of Leeds House or Frontenac House.

Following is a description of the available meal plans for the 2012-13 academic year. Each plan provides for a number of meals per week (limited to three per day, with the exception of F) and in addition, with the exception of Plans E and F, an amount of Dining Dollars (DD) that can only be used at any University dining service outlet. The amounts quoted are for the full contract period of September to April.

- Plan A - 14 meals per week and \$100 DD
- Plan B - 12 meals per week and \$150 DD
- Plan C - 9 meals per week and \$450 DD
- Plan E - 19 meals per week
- Plan D - 5 meals per week and \$450 DD - available only to Leeds, Prescott and Frontenac residents
- Plan F - Continuous Pass – unlimited meals per day/week

Please note that the Dining Dollars are credited to your card in 2 allotments - half of the above amount in the first term, and the remaining half in the second term.

At the time of Residence registration, each student will be provided with his or her Carleton Campus card (which also serves as Carleton University Photo Identification Card). **This card will give the bearer access to the Dining Hall. Residents must present their Campus card any time they wish to enter the Residence Dining Hall.**

Students who have reported their Campus Card as “lost or stolen” in accord with the Card Agreement may be granted

temporary entrance privileges to the Residence Dining Hall for up to 24 hours from the time the card is reported lost or stolen, excluding weekends and statutory holidays.

The use of the card by anyone other than the authorized bearer is not permitted and is a violation of University policy.

All meals in the Residence Dining Hall are served on an unlimited ‘second serving’ basis with the exception of box meals and sick trays. **Although a wide selection of menu items is available at all meals, the Dining Hall may not be able to provide special diets, which may be required for medical, religious or other reasons. Residents with special dietary requirements should speak to the Dining Services Manager to discuss concerns.**

B.1.2. All meals are served in the Residence Dining Hall during set hours of operation. Refunds or credits will not be provided for missed meals.

If a resident is unable to attend a meal due to academic schedule, employment or other commitments, it is possible to use the ‘box meal’ service. Should a resident not be able to attend a meal in the Dining Hall due to illness, the student may acquire a sick tray.

### **B.2. Mail Service**

B.2.1. Each resident will be assigned a numbered mailbox. This mailbox number must be included on all mail received for that resident. Persons other than the registered student may not use the mail box service. This is not a regular Post Office, but rather a mail distribution centre.

### **B.3. Cleaning Service**

B.3.1. All Residence rooms, suites and bathrooms will be provided in a clean state in September at time of registration. The communal washrooms (Glengarry House), corridors, stairwells, elevators, lounges, lobbies and laundry room floors will be cleaned on a daily basis, Monday through Friday. Such cleaning only includes normal use of facilities. If areas require extraordinary cleaning as a result of misuse or abuse, a charge will be assessed under the terms of Damage Control regulations. On Saturdays, Sundays and Holidays only the elevators, lobbies and communal washrooms will be cleaned. No cleaning service will be provided during the closedown of Residence between December 21, 2012 and January 5, 2013.

B.3.2. Each Residence floor is provided with a vacuum cleaner for use by the floor members in cleaning their rooms, as well as a supply of brooms, mops, pails, dust pans, and toilet brushes. The floor will be considered to be financially responsible for these items under the terms of Damage Control regulations.

B.3.3. Light bulbs for study lamps are provided to Residence students at the Residence Desk through the completion of work orders. Toilet tissue is provided to residents and is located in storage rooms on each floor.

### **B.4. Furniture and Equipment**

B.4.1. Each resident will be provided with a bed, internet connection, desk, lockable drawer, study chair, study lamp,

bookcase and waste basket and will have access to a television room with a cable hook up.

B.4.2. Each Residence house, with the exception of Leeds House and Frontenac House, will have a number of study lounges that are available for use by the residents of the house.

### **B.5. Locks, Keys and Access Cards**

B.5.1. Each Residence room is equipped at the time of registration with a sound door and functioning lock. House/floor security doors are locked 24 hours a day. It is the resident's responsibility to ensure that these devices are used as intended or their effectiveness, and hence the house/floor security, is compromised. Persons found tampering with or misusing house/floor-locking devices may have their Residence Contract terminated.

B.5.2. Staff of the Department of Housing and Conference Services are available 24 hours a day to respond to issues in the Residence Community.

B.5.3. If a resident's keys or access card to their Residence room and/or suite are lost or stolen, a new lock or access code will be put on the door as soon as possible to provide maximum security and a charge will be assessed to the resident. Further, if the mailbox, security key or access card is lost or stolen, a new key/card will be issued and a charge for replacing the key/card will be assessed to the resident.

### **B.6. Facilities Maintenance and Construction**

B.6.1. Residents should identify and report (using the Online Maintenance Request form) any item requiring repair. Need for repairs will be reported to Maintenance Services on a daily basis and repairs will be completed as soon as possible. Delays may result due to difficulty in obtaining parts, materials or labour. Weekend and holiday service will only be provided in emergency situations (flooding, no heat, etc.).

B.6.2. Any repair which is required for any reason other than normal "wear and tear" through reasonable use will be assessed under the terms of Damage Control regulations. Residents are responsible for the actions of their guests. Damage or loss resulting from the actions of a guest in Residence will be assessed against their host (if known) or against the floor or living unit that hosted the individual responsible for the damage or loss.

B.6.3. Employees of the Department of Housing and Conference Services or Department of Physical Plant have the right to enter a resident's room for the purpose of maintenance or a Health and Safety inspection of facilities. Residents will be advised at least 24 hours in advance for maintenance inspections. Health and Safety inspections can be carried out without notice.

B.6.4. In cases of specific requests for repair, a work order is considered authorization to enter a Residence room. In other cases it is understood that 24 hours notice will be given, except in emergencies or Health and Safety inspections.

B.6.5. Trades people and custodial staff, whose work involves the use of equipment which may disrupt residents, will not commence such work until after 9:00 a.m., except where

emergencies require that such work be undertaken without delay or where work is part of a project outside the control of the Department.

B.6.6. Normally accepted day to day activities in outdoor areas adjacent to the Residences, such as pick up and removal of trash and the delivery of supplies and materials may cause noise. The Department of Housing and Conference Services will attempt to ensure that such activities do not commence before 7 a.m. daily and do not continue past 11p.m.daily.

B.6.7. The construction of new buildings, adjacent to the existing Residences, may, from time to time, cause disruption and inconvenience for some or all residents over which Carleton University and the Department of Housing and Conference Services will have no control.

Beyond making every reasonable effort to minimize the impact of this construction on Residence students, the University will not offer Residence fee or other adjustments to compensate for the disruption and inconvenience which results from such construction.

B.6.8. Most buildings constructed prior to the mid-1970s contain some level of asbestos in building materials such as insulation, ceiling tiles, floor tiles and decorative coatings. When these building materials are intact and undisturbed, they pose no health risk since asbestos fibres are not released into the air. However, if the materials are disturbed or allowed to deteriorate without repair the risk of contact with airborne fibres increases. To prevent damage to potentially asbestos-containing materials residents must not stick, tack or nail any items to the walls, ceiling or floor in any room (see C.6.2).

## **C. Community Standards**

### **C.1. Safety and Security**

**C.1.1 Residents who aid others in gaining unauthorized access to buildings, floors, suites and rooms, by lending their keys and/or campus cards and by revealing Personal Identification Numbers (PINs), place the safety and security of the community at risk and will be considered as having violated the Residence Contract.**

C.1.2 Unauthorized entry into a resident's room or use of another resident's property is prohibited out of respect for each person's right to privacy.

C.1.3. Hazardous items and materials are not permitted in Residence. These include, but are not restricted to, flammable liquids, fireworks, explosive gases, and motorized vehicles. Use or storage of such material is hazardous to all residents.

C.1.4. Firearms and other weapons, including replica weapons, are not permitted in Residence.

C.1.5. With the exception of authorized staff, no person is permitted to be on building roofs, ledges which abut the lounges of the upper floors of Lanark and Renfrew Houses, and on the roof gardens which abut the 2nd floors of Stormont and Dundas.

C.1.6. Residents may not use any appliance for cooking or for generating heat in Residence, with the exception of kettles and coffee makers in rooms and appliances that are provided and installed by the Department of Housing and Conference Services. In Leeds House, Prescott House and Frontenac House, personal cooking appliances may be used in the kitchen areas of the suite for the preparation of meals

C.1.7. Wherever the use of appliances for the preparation of food is permitted in the Residence, the resident using the appliance bears responsibility for damage to or loss of University property that arises from careless or negligent use of the appliance.

C.1.8. Objects may not be thrown at, inside, or within the vicinity of any Residence Building including loading dock and quad areas.

C.1.9. Participating in potentially destructive activities that may cause personal injuries or property damage, e.g. pranks, water fights, indoor sports, or using roller blades/skateboards or bicycles in the building is prohibited.

**C.1.10. No resident may cause physical or emotional harm or threaten to cause physical or emotional harm to others.**

**C.1.11. No resident may damage or threaten to damage the personal property of others.**

**C.1.12. Actions designed to confine another individual in any way are prohibited.**

C.1.13. Residents are responsible for the actions, damages or loss caused by their guests within the Residence Complex.

C.1.14. Residents must produce a valid Carleton University student card and/or personal photo identification upon the request of the staff of the Department of Housing and Conference Services, and the Department of University Safety or Dining Service Managers.

**C.1.15. Residents must abide by the directions of staff of the Department of Housing and Conference Services, the Department of University Safety and Dining Service Managers.**

C.1.16. To meet Building Code requirements, window openings in Lanark, Renfrew, Stormont, Dundas, Leeds, Prescott and Lennox and Addington Houses are limited by installed stopping devices. Residents who disable these stopping devices will be assessed a minimum charge of \$100.00.

C.1.17. Closed circuit television (CCTV) cameras are located throughout the Residence to enhance personal safety and security. It is an offence of the Residence Contract to in any way obstruct, tamper with or damage these cameras.

## **C.2. Smoking / Drug Regulations**

**C.2.1. All university buildings, which include the residence buildings and the Residence Commons Building, are designated as smoke-free.**

Smoking is not permitted in the residence buildings and the Residence Commons building by residents or their guests. In

addition, smoking is not permitted within 10 metres of any campus building entrance/exit door, building air intake or exhaust or opened window.

**C.2.2. Possession and use of controlled or prohibited substances (e.g., marijuana), drug paraphernalia (e.g. bong) for the purpose of either personal use, distribution or sale to others is strictly prohibited and residence offenders face the full range of penalties as described in Section D and/or criminal prosecution. The Department reserves the right to confiscate prohibited substance and drug-related paraphernalia.**

**When staff detect the distinctive odour of burnt tobacco or marijuana in Residence living units, it will be assumed that smoking, and therefore a violation of the Residence Contract, has occurred within that living unit. Residence students, who are found to be in violation of this regulation, face disciplinary action which includes the assessment of extraordinary cleaning charges and/or the application of penalties outlined in section D.1.2 of this Contract.**

## **C.3. Alcohol Regulations**

C.3.1. Use *of alcohol* - For the purpose of the following, the word ALCOHOL refers to spirits, wine and beer. The following provisions apply at **all times throughout the residence complex and its adjacent exterior.**

**C.3.2. Persons who have not yet reached their nineteenth birthday may not purchase, obtain, possess or consume alcohol. Residence students, who are found to be in violation of this regulation, face disciplinary action which includes application of penalties outlined in section D.1.2 of this Contract.**

C.3.3. No person can sell or supply alcohol to a person under the age of nineteen.

C.3.4. Alcohol may be consumed if you have reached your 19<sup>th</sup> birthday in areas that are licensed for the sale or service of alcohol or a private residence. For the purpose of these regulations, private residences include any Residence bedroom suite, bathroom (excluding communal or visitor washrooms), or floor lounge.

Opened containers of alcohol may not be carried or consumed in such areas as the outdoors surrounding the Residences, stairwells, elevators, main floor lobbies and foyers and any area of the Commons Building, which is not licensed.

C.3.5. In non-licensed areas of the Residence, where consumption of alcohol is permitted, staff of the Department of Housing and Conference Services and Department of University Safety may demand that proof of age be provided by anyone or who is consuming alcohol.

C.3.6. Persons who serve alcohol or who permit alcohol to be served on their premises, or on premises which they control, have a duty to ensure for the safety of persons who consume



such alcohol, while they are on the premises and after they have left the premises.

C.3.7. Persons who meet the legal age requirements to consume alcohol and who, on an occasion, in the opinion of those who control the premises, consume too much alcohol may be asked and are expected to cease their consumption of alcohol for the remainder of that occasion.

C.3.8. No alcohol may be consumed from glass containers except in the Residence bedrooms and suites. ***All beer products are limited to non-glass containers of a capacity not exceeding one litre. Beer bottles are prohibited in Residence.***

C.3.9. No opened containers of alcohol may be carried or consumed in the floor corridor.

C.3.10. No drinking paraphernalia (e.g. funnel), game, competition or contest, which encourages or promotes the excessive and immoderate consumption of alcohol, is permitted in Residence. Residence students who participate as spectators in such drinking games, competitions or contests are penalized to the same degree, as if they are active participants in the contest.

C.3.11. Parties or special events involving the consumption of alcohol are not permitted in Residence.

#### **C.4. Fire Safety**

C.4.1. Security doors are not to be propped open. Residents may not tamper, in any way, with any lock or locking device in any Residence building.

C.4.2. Fire Equipment (alarms, fire hoses, extinguishers, smoke detectors, heat detectors, sprinkler heads) is not to be tampered with. These items must only be used in case of fire and to misuse this equipment is a ***criminal offence***. Residents of Leeds House, Prescott House and Frontenac House must refrain from hanging objects from exposed sprinkler heads, to prevent discharge of the sprinkler system.

C.4.3. The playing of sports, etc. in Residence lounges and hallways is prohibited. Such activity results in false fire alarms and potential damage, as smoke and heat detectors and sprinkler heads are very sensitive to impact.

C.4.4. Residents may not burn candles or incense in Residence.

C.4.5. Should a fire alarm be activated that is later ***determined*** to be false or caused by a careless act, or by use of appliances and/or substances that are prohibited elsewhere in this Contract, the residents of the appropriate living unit, as determined by the Department of Housing and Conference Services, may be penalized in an amount not to exceed \$500.00 per person, per occasion and may also have their Residence Contract terminated.

C.4.6. **All residents are required to evacuate the building immediately upon the sounding of the fire alarm and to follow the instructions of staff of the Department of Housing and Conference Services, Department of University Safety personnel and/or fire personnel. Until**

**authorities determine otherwise, all alarms will be treated as signalling real fire situations.**

#### **C.5. Residence Living**

C.5.1. Residents have a responsibility to respect the rights of others. Actions that adversely affect or have the potential to adversely affect others in the community are prohibited.

C.5.2. The Department of Housing and Conference Services reserves the right to direct the removal of any material posted that can be viewed by the public and is deemed to be in contravention of the University's Human Rights Policy, or the University's Guidelines on Tunnel Paintings.

C.5.3. In an effort to reduce disruptions to other residents in the community who may be disturbed when individuals gather as a large group of people in confined areas such as individual rooms, each registered occupant of any room is permitted to host no more than two (2) guests at any one time.

C.5.4. Overnight guests (any person who is not a registered occupant of the room) are only permitted with the written consent of the roommate or suitemates. Guests may not be accommodated for more than seven nights per term of which no more than three may be consecutive. Guests may be requested to sign in.

Overnight guests are not permitted in Residence at anytime during Orientation week or during the December and April examination periods.

C.5.5. Pets are not permitted in Residence.

C.5.6. Furniture must remain in the room for which it is designated. All furniture is coded and must not be exchanged between rooms or removed from Residences.

C.5.7. Reasonable peace and quiet shall prevail throughout the Residence complex, including the exterior areas surrounding the Residence buildings, at all times. ***Noise must be controlled to the point that it does not disturb others in the community.*** Residents are reminded of the disturbing effect of their noise on others and will be expected to cease making noise when requested to do so.

C.5.8. Subwoofers are not permitted in Residence. Furthermore, ***audio equipment with volume control, musical instruments and all conversations should not be audible beyond your room. The use of headphones when listening to audio equipment is always encouraged and may be directed by the Department of Housing and Conference Services, as a condition of continued use of such equipment.***

C.5.9. Students who are assigned to room accommodation on a designated Quieter Floor are required to abide by additional standards established for the purpose of maintaining a heightened awareness and consideration for sound levels already expected under sections C.5.7 and C.5.8. Quieter Hours will be observed from 10:00pm-10:00am from Sunday to Thursday, and 12:00am -12:00pm on Fridays and Saturdays.



C.5.10. *Those sharing double rooms, suite areas and/or bathrooms must respect the right of their room/suite mates to mutual determination surrounding the use of shared space. In particular, concerns regarding privacy, security, and right to study and sleep must be addressed.*

C.5.11. Residents must maintain rooms, bathrooms, kitchens (where applicable), suites and their furnishings in good repair and in a clean condition, including the proper removal of garbage and/or recycling. Food is to be stored in appropriate containers to avoid odour, pests and contamination.

All student living areas, including bedrooms, bathrooms and suite common areas, where applicable, are subject to formal inspection by staff of the Department of Housing and Conference Services during both the Fall and Winter Terms. Damage and housekeeping deficiencies will be noted and appropriate steps will be taken, with the responsible residents, to have deficiencies remedied.

C.5.12. Residents may not conduct any commercial enterprise from rooms or any other area of the Residence.

## **C.6. Damage**

C.6.1. *Actions causing damage or having the potential to damage facilities or equipment, including wire and cable which supports the provision of telephone, internet and cable TV services, or which cause or have the potential to cause the need for extra cleaning (including the improper use of water or other substances) are prohibited.*

C.6.2. Residents must not put anything on the walls, floors, ceiling, doors or windows that will disfigure or mark the surfaces when they are removed or that will damage or disturb building materials that potentially contain asbestos (see B.6.8). Nails and tacks are damaging to the surfaces. Painting or wallpapering walls, writing on walls, doors, and other surfaces, sticking labels and bottle caps to walls, ceilings and doors and similar practices are also not permitted.

In Leeds, Prescott, Frontenac and Lennox and Addington Houses, residents may use the adhesives that are approved by the Department of Housing and Conference Services to affix objects to drywall surfaces. Use of other fastening materials normally causes damage to wall surfaces, when the fastener is removed. Residents will bear financial responsibility for repairs to damaged wall, ceiling and door surfaces.

C.6.3. *Damage Control* is designed to support the principle that the cost of all damages and/or loss over and above that associated with normal “wear and tear” through reasonable use will be borne by the person(s) causing the damage. *It should be noted that these repair charges are not punitive in nature and are intended only to recover the cost of the specific repair or replacement.* Where the damage or repair is necessitated as a result of non-intentional actions or accident, no punitive charges are added. However, *in the case of damage resulting from deliberate or inordinately careless behaviour, punitive charges may be added to the cost of repair or replacement.* In cases where those responsible for causing damage cannot be identified, the charges will be assessed against the appropriate living unit as follows:

*Private area charges* include damages to rooms, bathrooms and suites or to the outside of doors to Residence rooms. All members of the room/suite are held responsible for any damage incurred.

*Floor common area charges* include corridors, lounges, public washrooms, windows, storage areas and all carpeting and furniture in Study and TV lounges. All floor residents are held responsible for any damage incurred. No one individual floor member may appeal “Collective Responsibility”. However, under extraordinary circumstances, the living unit as a whole may appeal the assessment.

*Building Common area charges* include foyers, elevators, stairwells and laundry rooms. All building residents are held responsible for any damage incurred.

Charges will reflect the total cost of repair or replacement plus a \$25.00 administrative charge.

## **C.7. Residence Dining Hall**

C.7.1. The Residence Dining Hall is open to those students having a valid meal plan. In order to enter the Dining Hall, students are required to present their Carleton Campus card. Guests may be admitted upon payment of the appropriate meal charge. Any Residence student found to be aiding unauthorized persons to enter the Dining Hall will be considered to be in violation of the Residence Contract.

C.7.2. Tableware and/or food may not be removed from the Dining Hall.

C.7.3. Dirty dishes must be taken to the dish return area.

C.7.4. Residents must be fully clothed (which includes shirt and footwear) in the dining rooms, servery and the Oasis.

## **D. Actions/Penalties**

D.1.1. The Department of University Safety personnel and/or members of the staff of the Department of Housing and Conference Services may enter rooms:

- a) during fire alarms or other emergency situations to ensure that all Residences are completely evacuated in such circumstances. Residents must abide by the instructions of authorized personnel during fire alarms or other emergency situations;
- b) when investigating and attempting to resolve actual or apparent violations of the Residence Contract;
- c) to inspect for hazardous or harmful conditions or materials. If hazardous or harmful conditions or materials are found, these will be remedied or safely removed immediately upon demand.
- d) to complete Health and Safety Inspections.

D.1.2. Residents who violate any of the regulations outlined in the Residence Contract are subject to one or more of the following penalties:

- a) **Warning issued to the offending party against further violations.**
- b) **Assessment against the offending party of a monetary bond, not exceeding \$500.00 for each person assessed. The bond requires no immediate payment of cash, however the amount of the bond will be assessed as a non-refundable penalty, in the event that the offending party is again cited for further violations of regulations.**
- c) **Assessment against the offending party of non-refundable penalty not exceeding \$500.00 for each person assessed.**
- d) **Direction that headphones are used when playing audio equipment.**
- e) **The imposition of a community service task as determined appropriate.**
- f) **Change in room assignment in the current or in subsequent years of residency.**
- g) **Withdrawal of the privilege of applying to live in residence in a following or subsequent year.**
- h) **Warning issued to the offending party advising that termination of the Residence Contract will occur upon any further violation of regulations.**
- i) **Suspension of the Residence Contract of the offending party.**
- j) **Termination of the Residence Contract of the offending party.**

In the event of a floor raid or similar deliberate mass action, which results in violations of regulations, the minimum penalty will be the assessment of a \$50.00 non-refundable payment for each individual involved.

D.1.3. The Department of Housing and Conference Services, may, with discretion, terminate the Residence Contract of any individual who receives (and does not successfully appeal) three

penalties for violations of the Residence Contract in any given academic year.

## **E. Appeals**

E.1.1. Residence students have the right to appeal penalties and/or administrative decisions taken against them by the Department of Housing and Conference Services through its enforcement of the Residence Contract and application of Residence regulations.

A Residence student who is the subject of such a penalty or administrative decision may appeal by forwarding their written statement of appeal to the Director of Housing and Conference Services, not later than seven (7) days from the date on which the penalty was assessed or administrative decision taken.

E.1.2. If necessary, a meeting between the Director of Housing and Conference Services and the appellant may be arranged to discuss and clarify the points of the appeal. Such meeting may be attended by another Carleton University Residence student, or by an Advisor as defined in Section 5 of the University Policy on Student Rights and Responsibilities, should the appellant wish to have assistance in presenting his/her appeal. The decision of the Director of Housing and Conference Services will be final, except in the case of termination of the Residence Contract.

E.1.3. In circumstances involving behaviour by a Residence student, which is deemed by the Department of Housing and Conference Services to threaten the safety and well-being of that resident or others in Residence and which requires the immediate termination of that resident's Residence Contract, the decision to immediately terminate the Residence Contract will be taken by the Director of Housing and Conference Services. The appeal of that decision, if any should be made, will be made directly to the Associate Vice-President (Students and Enrolment), and must be made within seven (7) days of the decision to immediately terminate the Residence Contract. The decision of the Associate Vice-President (Students and Enrolment) will be final and binding on all parties.

2012-13 Residence Contract

Acceptance Page

This Contract is a legal document between students living in Residence and Carleton University (specifically the Department of Housing and Conference Services). The Contract represents the University's promise to provide the listed services and facilities to Residence students, in consideration of fees paid by the student. The student signing or accepting the Contract on line is promising that his or her conduct will not be in violation of any of the conditions or regulations noted in the Contract, and acknowledges that sanctions will be imposed as a result of violations. **Please take special care to note that the student signing the Contract is also committing to live in Residence and pay Residence fees from the date of move in until the applicable date as expressed in section A.1.1. of the Contract. . The Contract may be revoked only under the terms that are specifically outlined. If after accepting and moving into a Residence accommodation, you decide that you wish to leave prior to the end of the Contract period; in many cases it will not be possible to revoke the Contract and obtain a refund of fees.**

The Carleton University Residence system is intended to provide a beneficial community living opportunity for students, which is conducive to study and high quality scholarship. Further, any community of over 3,500 individuals living in circumstances which require much interpersonal communication and interaction requires a set of clearly stated regulations in order that the rights of the individuals are protected. The regulations included in this Contract were developed in consultation with Residence students, Residence student governments, Residence Life staff and other interested parties.

Residents have a responsibility to respect the rights of other members of the Residence community. The various regulations formulated for this community have been developed over time to support these purposes. These regulations emphasize that each resident has the right to study and sleep in Residence and to an environment which will permit the active and efficient pursuit of academic goals. The regulations also respond to the reality that Residence is a significant part of the social aspect of the University experience. **In addition, residents are reminded of their obligation to abide by all applicable federal and provincial laws and statutes and municipal by-laws.**

**Every student offered a room in Residence is expected to read the Residence Contract thoroughly before signing it.** They must be certain that they are prepared to accept and adhere to the regulations included and that living in Residence is the best personal choice for them. This decision will depend upon personal objectives and lifestyle preferences. Persons choosing to live in Residence must be prepared to accept academic endeavour as a priority and to appreciate that the number of people living in Residence and the physical nature of the buildings and environment require that these rules and policies will be enforced by the appropriate authorities within the community. Persons wishing a higher level of privacy or "personal space" and/or freedom from regulation and supervision often find that living in Residence is not the best choice for them.

**This is a legal document. Please read it with care and ensure that all its provisions are understood. If you have any questions or concerns, please contact the Department of Housing and Conference Services for explanation or clarification.**

In consideration of the payment of the appropriate fees by the student and of the covenant by the student herein, Carleton University and the Department of Housing and Conference Services agree to provide accommodation, meals and services as described.

I acknowledge that my name and Residence address information may be provided by the Department of Housing and Conference Services to the agency responsible for the creation of voter lists for any municipal, provincial or federal election.

I acknowledge, and agree, as a condition of living in Residence, to abide by the terms described in the Residence Contract and by the directions of the Department of Housing and Conference Services which includes the Director and staff.

I acknowledge that the Department of Housing and Conference Services will, from time to time, communicate important information concerning the enforcement of the terms of this Contract by means of e-mail messaging addressed to my Carleton Email account with the University. I further acknowledge my responsibility to regularly and promptly read and respond appropriately to such e-mail messaging.

I accept a Residence room and by acknowledging this Residence Contract, which I have read and understood, agree to abide by the terms of the Contract. Violation of any of these terms may result in the termination of the Residence Contract.

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Student's Name

Student Number

Date

Student's Signature

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Department of Housing & Conference Services

Date