

Residence Contract 2014-2015

This is an important document. Carleton University Residence is a community that fosters both personal and academic success. The success of our community rests on the collective agreement that we all have a responsibility to honour this Residence Contract as a representation of our commitment to this community, and of individual well-being and achievement.

This legally binding agreement governs the relationship between students living in residence and Carleton University in regards to the provision of accommodation on campus in its residence buildings (“complex”). Please ensure that you have thoroughly read and understood all of the material outlined in the Residence Contract. All students who accept their room offer must acknowledge acceptance of the terms and conditions of the Residence Contract (“the Contract”) where indicated during the on-line process. Failing to sign the contract will mean you will not be permitted to move into residence.

This Contract and the operation of the residences will be administered on behalf of the University by the Department of Housing and Residence Life Services (“the Department”).

NOTE: The Department communicates important information concerning the implementation of this Contract by means of e-mail messaging addressed to the student’s (“resident”) Carleton University e-mail address (CUmail). It is the responsibility of each resident to frequently and promptly read and respond to all e-mail messaging received from the Department.

Section A Occupancy, Eligibility, Fees

This section provides Contract term dates, and outlines administrative procedures including occupancy and withdrawal, eligibility requirements, and corresponding accommodation and meal plan fees.

A.1. Occupancy and Meal Service

A.1.1. Rooms are provided from August 31, 2014 to December 21 (inclusive) and from January 4, 2015 **to midnight of the day following the resident’s last scheduled spring examination.** The exam period is from April 11 to April 23 – the schedule will be posted by the University in February, allowing residents time to make their plans for departure. **Residence closes for all residents at noon, April 24, 2015.**

A.1.2. Residence meals are provided from lunch, August 31, 2014 through to lunch on December 22, and from dinner on January 4, 2015 through **to dinner of the following day after the resident’s last scheduled spring examination.** **The last meal served is lunch on April 24, 2015.**

Please note that refunds are not given for missed meals or board meals no longer available to students whose meal privileges are terminated after their last spring exam. Dining Dollars terminate on April 30th, 2015. Tax regulations prohibit the refunding of any balances.

A.1.3. Residence, with the exception of Frontenac, Grenville, Leeds, Lennox and Addington, Prescott and Russell Houses will be closed and most residence services, including meal service, will be suspended

from 4pm, December 22, 2014 to noon, January 4, 2015. Residents who indicate on their application to residence that they require accommodation over the December close down period are assigned to one of the buildings that remain open during this period. These residents are required to register, be approved by the Department and pay an additional fee (not exceeding \$190 for the room only). Information, including a deadline date for requests, will be announced in November.

A.1.4. In April, residents may apply for a room extension, up until April 24, 2015, if they are unable to leave by midnight on the day following their last exam. Requests must be approved by the Department and those given permission will be required to pay an additional fee of \$31/day for room only. Meal plan extensions cannot be purchased; students who purchased Plans C or D may use their dining dollars and all students may pay cash for the meals they wish to purchase. Information, including a deadline date for requests, will be announced in early March.

A.1.5. Requests to remain over the close down period or for room extensions in April may be denied for residents who have acted in violation of the Residence Contract at any time. Furthermore, those who do not comply with the outlined procedure of prior approval and payment may face additional penalties or sanctions.

A.2. Status Requirements for Residence Students

A.2.1. Carleton University students registered in full time studies (the equivalent of four full credits over the fall and winter term) may live in residence, as well as part time students who have obtained permission from the Department. Once admitted to residence, if a resident's academic status changes, he or she must immediately advise the Department. The Department may terminate this contract and direct the student to withdraw from residence. The Department may impose a bond, not exceeding \$500, on any resident who has been granted exception to remain in residence to guarantee continuing good behavior.

A.2.3. While the majority of residence spaces are reserved for students entering first year studies, a number of spaces are reserved for students in upper year studies. Undergraduate students who apply to residence beyond their first year are required to pass the equivalent of four full credits during their most previous registration. Graduate students are required to meet the full time requirements as determined by the Faculty of Graduate Studies and Postdoctoral Affairs. Exceptions to both regulations will be considered.

A.2.4. Should the Department determine that the behavior and conduct of a resident has not been appropriate and within the spirit of community living, the resident will be refused participation in the application process in subsequent years.

A.3. Fees

A.3.1. Each resident is required to pay a residence fee. Residence fees include the cost of accommodation, meal plan (optional for Leeds and Frontenac residents), communication fee and

membership in the Rideau River Residence Association (undergraduate), or the Graduate Residence Caucus.

The fees below are for the 2014-2015 contract period. The contract period is specified in A.1.1 and A.1.2.

Meal plan	Traditional Double	Traditional Single	Suite Double	Suite Single
A	9,428	10,478	10,603	11,663
B	9,282	10,332	10,457	11,517
C	9,182	10,232	10,357	11,417
D	n/a	n/a	8,841	9,901
E	9,807	10,857	10,982	12,042
F	10,088	11,138	11,263	12,323
Room only				7,469

Fees for the fall and winter are posted to your student account in late July and can be paid in full, or in two installments. The first due date is August 25th, 2014 for either the first installment or payment in full. The second installment is due by November 25, 2014.

Any outstanding balance on your student account is subject to the assessment of the Extended Payment Charge commencing October 1st and each month thereafter until the balance is reduced to zero. (Winter term balances are not considered until November 25th). Further information on the EPC and fee payment can be found at www.carleton.ca/fees.

It is essential for residents receiving a student loan or another form of funding to monitor their student accounts and ensure that payment is made in early fall and then again for the winter term, as student loans are paid in installments. If funding has been deposited to your personal bank account, it is up to you to make payment to the outstanding balance on your student account.

A.3.2. 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 residents to arrange insurance for personal possessions. Residents are responsible for damage they cause to their rooms for any reason.**

A.3.3. 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, official transcripts, may not graduate and will not be permitted to register until all fees have been paid in full.

A.4. Room Occupancy

A.4.1. With over 3,600 students living in the community, it is important that residents live in the rooms to which they are assigned to ensure that university records remain accurate and all residents are accounted for. Accordingly, rooms may not be sublet and residents may change rooms only with the permission of the Department and within the confines of room change procedures.

Requests for room changes are normally accepted in the Housing Office commencing the second Monday after move in weekend. Room changes are offered on a first come, first serve basis according to student type and availability. While every attempt is made to accommodate room change requests, a new room assignment is not always readily available. Residents will be contacted if and when there is a new room assignment to consider.

Residents failing to comply with procedures may be subject to a penalty. In addition, residents who fail to return room keys by the prescribed time and date will be held financially responsible for the cost of a lock change on their original room.

A.4.2. The Department reserves the right to change room assignments and request a resident to change rooms at any time. Furthermore, as it is a priority that vacancies are filled as soon as possible, residents whose roommates withdraw are required to maintain the room and furnishings to permit double occupancy. In order to manage vacancies, some residents in these situations may be required to move to vacant spaces in double rooms other than their own. This permits the Department to make full use of residence space and meet the demands of the overall community.

A.4.3. Residents whose roommates withdraw may request that the room be re-designated as a single occupancy room by agreeing to pay the adjusted rate. However, the Department is not required to grant such requests.

A.4.4. After March 15, 2015, room changes and new assignments will only be permitted with special permission.

A.5. Cancellation of the Contract

A.5.1. As the Residence Contract is for the full academic year, students seeking to withdraw from residence, but not the University, remain financially responsible for fees until an eligible replacement, as determined by the Department, assumes the remainder of their contract. Residents are required to complete a Withdrawal Form in the Housing Office and the Department will begin the process of seeking a qualified replacement. Residents should be aware that there are times when very few or no qualified applicants are seeking to move into residence.

A.5.2. Residents who withdraw from all of their courses no longer fulfill the eligibility requirement and must leave Residence within seven (7) days. These residents will be credited room and board fees on their student account from the day of their departure according to the per diem fee schedule. If no eligible replacement is found to assume their Residence Contract, a withdrawal fee of \$700 will be applied to their student account.

A.5.3. A withdrawal fee of \$700 will be assessed to any resident whose Residence Contract is terminated by the Department.

A.5.4. The unfilled Residence Contracts resulting from academic withdrawals from the University will take priority over unfilled contracts of those who are seeking to withdraw from residence who remain eligible to live in residence and by those whose contracts are terminated.

A.5.5. No credit of fees will be granted to a student leaving residence or to a resident whose Contract has been terminated after March 15, 2015.

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 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.

A.5.7. In the event of a cancellation of this contract for whatever reason, the University shall not be responsible for any consequential costs or other related expenses incurred by the student as a result of the cancellation.

Section B Services and Facilities

This section provides an outline of amenities including meal plan information, mail service, furniture and equipment, cleaning and maintenance, locks, keys and access cards.

For further clarification or questions, or more information about our residence buildings and Residence Life Services, please visit: <http://housing.carleton.ca/>

B.1. Meal Plans

B.1.1. All residents, 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 residents of Prescott House must choose and participate in one of the following meal plans: A, B, C, D, E, F. Any resident of 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 2014-2015 academic year. Each plan provides for a number of meals per week, limited to three per day, with the exception of Plan F. In addition, plans C and D only also include 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

Plan B -12 meals per week

Plan C -9 meals per week and \$440 DD

Plan E -19 meals per week

Plan D - 5 meals per week and \$440 DD - available only to Leeds, Prescott and Frontenac residents

Plan F - All Access- unlimited meal per day/week in the residence dining hall

Please note that the Dining Dollars are credited to your card in two 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 Residence 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 obtain a sick tray.

B.1.3. Residents can change their meal plan any number of times up until September 15th, 2014 in the first term, and January 19th, 2015 in the winter term. The first change is free of charge; a \$25 administrative fee will be assessed for any subsequent change. You can change your plan in each term

after the deadline, but only if the change results in an increase in the number of weekly meals. Any credit or debit resulting from a change to your meal plan will be applied to your student account.

Residents of Leeds and Frontenac Houses who are enrolled in a meal plan may opt in and out of their meal plans at any time, except between December 8 and December 22nd, 2014, and after April 9, 2015.

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 upon arrival. All corridors, stairwells, elevators, lounges, lobbies, laundry room floors and the communal washrooms in Glengarry House will be cleaned on a daily basis, Monday through Friday. This cleaning only includes normal use of the facilities. If areas require extraordinary cleaning as a result of misuse or abuse, a charge will be assessed.

On Saturday, Sundays, and Holidays only the elevators, lobbies and communal washrooms will be cleaned.

B.3.2. Each residence floor is provided with a vacuum cleaner for use by the floor members in cleaning their rooms. Residents of the floor will be financially responsible under the damage control policy, if the vacuum cleaner is lost or damaged.

B.3.3. 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, telephone with local service connection, desk, lockable drawer, study chair, study lamp, waste basket, use of a recycling bin and will have access to a television lounge with cable hookup.

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.4.3. Furniture must remain in the room for which it was designated. All furniture is coded and must not be exchanged between rooms or removed from residences. Removing furniture or property from lounges and other common areas is not permitted. An inventory for each room will be posted. If furniture is missing, the residents of the room will be charged.

B.5. Locks, Keys and Access Cards

B.5.1. Each residence room is equipped at the time of arrival with a working door and functioning lock. House and floor security doors are locked 24 hours a day. To ensure house and floor security, it is imperative the resident use doors and locks as intended. It is every resident's responsibility to ensure the safety of their house and floor. Persons found tampering with or misusing house and floor locking devices may have their Residence Contract terminated.

B.5.2. Staff of the Department are available 24 hours a day to respond to emergency 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 key, 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.). During the first two weeks of the academic year in September, there may be longer than normal wait time due to high volumes of work to be completed.

B.6.2. Residents will be responsible for any replacement or damage costs should they be negligent in identifying and/or reporting any items requiring repair.

B.6.3. Any repair which is required for any reason other than normal "wear and tear" through reasonable use will be assessed. Students must make every effort not to overload electrical circuitry.

B.6.4. Employees of the Department or Facilities Management and Planning have the right to enter a resident's room for the purpose of maintenance or a Health and Safety inspection of facilities. Best efforts will be made to advise residents at least 24 hours in advance for maintenance inspections. Health and Safety inspections can be carried out without notice.

B.6.5. 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.6.6. 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.6.7. 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

will attempt to ensure that such activities do not commence before 7 a.m. daily and do not continue past 11 p.m. daily.

B.6.8. 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 will have no control.

The University is considering the construction of a new residence and the construction site will be located at the north east corner of Leeds House. Residents of Leeds, Stormont and Dundas Houses may be particularly impacted should the construction proceed.

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

B.6.9. 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. There are no asbestos-containing materials in Leeds, Prescott, Frontenac and Lennox and Addington Houses.

B.6.10. Residents are required to report the presence or suspected presence of pests (including bed bugs) in their rooms immediately. Should treatment be needed, residents will be required to comply with prescribed treatment methods and/or protocol. This may include cleaning and/or removal and disposal of furnishings or personal belongings, including laundering of clothing. In such an event, the resident will not be reimbursed by the University for any disruption, relocation, loss or loss of use of personal possessions or furnishings.

Section C Community Standards

Any community of over 3,600 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 Community Standards define the expectations of appropriate behavior required of all residents and their guests in order to maintain a responsible living-learning environment which is built on a foundation of respect, and promotes academic success and community involvement. Residents are responsible to respect the rights of other community members alike in regard to privacy, property, study, sleep, physical and emotional health. Discrimination, harassment, sexual harassment and homophobia will not be tolerated.

Residents are encouraged to resolve their own challenges in a mature and respectful manner. The Department may attempt to intervene and help resolve interpersonal issues and/or conflict in residence.

It is essential that residents be mindful of themselves and others in the Residence Community as choices made can affect not only the residents' own well-being, but that of the rest of the community. The Department encourages residents to make positive choices and accept responsibility for their behavior.

Residents are expected to know, understand, and comply with the following Community Standards which are intended to provide an enriching, positive and safe residence experience.

In addition, residents are reminded of their obligation to abide by all applicable federal and provincial laws and statutes and municipal by-laws. Violations of the Residence Contract, or any other University policy, municipal, provincial, or federal law may be investigated by the Department, Department of University Safety or any other appropriate University department or outside agency. Sanctions for any one incident may be given to a resident by multiple agencies.

Residents are obliged to also adhere to the Carleton University Human Rights Policies and Procedures. <http://carleton.ca/equity/wp-content/uploads/Human-Rights-Policies-and-Procedures-UPDATED-April-2011-3.pdf> Please note, the University requires civil conduct and respect for the rights of others. It endeavours to provide a safe environment, conducive to personal and intellectual growth, which is not only free of discrimination, injustice and violence but is also characterized by understanding, respect, peace, trust, openness and fairness.

C.1. Safety and Security

The safety and security of all residents of Carleton University, as well as staff and guests, is of the utmost importance to our community.

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/or by revealing Personal Identification Numbers (PINs), place the safety and security of their 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 allowed in residence, as these may be dangerous to students living within our community. 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, and on the roof gardens which abut the 2nd floors of Stormont and Dundas.
- C.1.6.** Objects may not be thrown at, inside, or within the vicinity of any residence building including loading dock and quad areas as this risks the safety of the students living within our residence community.
- C.1.7.** Initiating, encouraging, supporting, or participating in potentially destructive activities that may cause personal injury or property damage are not allowed in residence. This includes actions that may be considered inappropriate, disruptive, offensive or hostile towards residents and/or staff, or that may jeopardize the safety and security of others. This also includes, but is not limited to, pranks, raids, water fights, indoor sports, or using rollerblades/skateboards or bicycles in any residence building.
- C.1.8.** Residents may not cause physical or emotional harm or threaten to cause physical or emotional harm to others.
- C.1.9.** Residents may not damage or threaten to damage the personal property of others.
- C.1.10.** Any actions which are designed to confine another individual in any way are prohibited.
- C.1.11.** At all time, residents are responsible for the actions, damages or loss caused by their non-resident guests within the **Residence Complex**.
- C.1.12.** Residents must produce a valid Carleton University student card and/or personal photo identification that includes date of birth upon the request of the staff of the Department, the Department of University Safety, or Dining Service Managers.
- C.1.13.** Residents must abide by the directions of staff of the Department, the Department of University Safety, and Dining Service Managers. Failure to cooperate with, misleading, and/or verbal/ physical harassment or abuse of a staff member may result in further action/penalties as outlined in Section D of the Residence Contract.
- C.1.14.** 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.1.15.** Closed circuit television (CCTV) cameras are located throughout the complex 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 Regulations

For the safety and consideration of all our residents, all of the residence buildings are smoke free. Further, use of prohibited substances such as marijuana will be dealt with under both University regulations as well as federal statutes. Use of substances such as marijuana is strictly prohibited both by federal statute and by the terms of this Contract. The University will address infractions of this nature expeditiously and with no tolerance.

C.2.1. All University buildings, which include the residence buildings and the Residence Commons Building, are smoke free. Smoking by any means including use of e-cigarettes and hookahs (water pipes) are prohibited. 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) or drug paraphernalia (e.g. bong) for the purpose of use, distribution or sale is strictly prohibited. The Department reserves the right to confiscate prohibited substances and drug related paraphernalia.

C.2.3. When staff detect the distinctive odour of tobacco, including shisha, or marijuana in areas of residence where smoking is prohibited, it will be assumed that smoking, and therefore a breach of the contract, has occurred. Disciplinary actions will follow and may include assessment of a \$250 penalty.

C.3 Alcohol Use

C.3.1. Persons who have not yet reached their nineteenth year of age may not purchase, obtain, possess or consume alcohol.

C.3.2. No persons may sell or supply alcohol to those who are not yet nineteen years of age.

C.3.3. Persons who have reached the legal age of nineteen may consume alcohol in areas that are licensed for the sale or service of alcohol or in a private residence. A private residence is defined as any residence bedroom, suite, bathroom (excluding communal or visitor bathrooms) or floor lounges.

C.3.4. Behavior that causes a disturbance in residence including public intoxication and over consumption is strictly prohibited.

C.3.5. In areas of residence where alcohol consumption is permitted, Department staff as well as University Safety staff may ask for proof of age by anyone consuming alcohol.

C.3.6. All beer products are limited to non-glass containers of a capacity not exceeding one litre. Beer bottles are not permitted in residence.

C.3.7. Any forms of alcohol consumption or activity which promotes excessive, swift or immoderate consumption is prohibited in residence. This includes funnels, games or any kinds of contests/competitions. Residents who participate as spectators in such behaviours will be addressed as if they were actual participants.

C.3.8. Parties or special events involving the consumption of alcohol are not permitted in residence.

C.3.9. The alcohol-free community provides students who have made a personal commitment to share an alcohol-free living experience. Students who choose to live in our alcohol-free community, including their guests and/or visitors, will not be permitted to possess and/or consume alcohol in this community. Students who fail to comply with the Residence Contract in regards to the alcohol-free community will be held accountable and subject to actions and penalties under Section D of the Residence Contract.

C.4. Fire Safety

C.4.1. Residents are asked to keep all security doors closed at all times. By tampering with the locking mechanisms, the doors may not work as designed in the event of an emergency.

C.4.2. Fire equipment (alarms, fire hoses, extinguishers, smoke detectors, heat detectors, sprinkler heads) are to be kept in its original condition so that it can be used in case of an emergency. The use of the equipment for non-emergency reasons is considered a **criminal offence** and will be handled by the proper authorities if necessary. Sprinkler heads are not to be touched or struck in any way and material such as clothing may not be hung from sprinkler heads.

C.4.3. Students shall play sports and physical activities in designated areas only. Playing sports and physical activities in non-designated areas such as hallways and lounges can result in false fire alarms and damage as the detectors and sprinklers are very sensitive to impact.

C.4.4. Residence is a candle and incense free area at all times.

C.4.5. For the safety of all students, residents may not use any appliance for cooking or for generating heat in residence, with the exception of kettles and coffee makers in rooms. The only other exception to this standard is in regards to appliances that are provided and installed by the Department of Housing and Residence Life Services. In Leeds, Prescott and Frontenac Houses, personal cooking appliances may be used in the kitchen areas of the suite for the preparation of meals.

C.4.6. If a fire alarm is determined to be false, caused by a careless act, or caused in part by prohibited appliances or substances, the resident(s) of the room or unit responsible will be held accountable up to a maximum of \$500 per person per occasion and may also have their Residence Contract terminated.

C.4.7. All residents and guests are required to evacuate the building immediately upon hearing the alarm. They are then to follow the instruction of any staff and fire personnel who are on hand as to where to go and when they can re-enter. Until it is determined otherwise, all alarms will be treated as signalling a real evacuation situation and all persons are required to remain outside of the building until given the all clear.

C.5. Residence Living

Residence living encompasses all aspects of a student's time in residence from move in to move out. As part of a community of students, respect should be in your mind at all times while living and interacting with students of different values, backgrounds and goals. This will ensure an environment that is conducive to success.

C.5.1. Residents have the responsibility to respect the rights of others and for refraining from actions, behaviours, or conduct that is disrespectful or disruptive to others in the residence community. This can include the use of social media, text messaging, email, or other electronic messaging, voicemail, message boards, mail, computer networks or other media to convey obscene or objectionable messages or materials. Residents are also to refrain from indecent exposure, public nudity and public urination.

C.5.2. If any material is posted and the Department deems it to be prejudicial to the well-being of the residence community, inappropriate or in conflict with the University's Human Rights Policy or Guidelines on Tunnel Paintings, it may be directed for removal so that residence can remain an open and inclusive community.

C.5.3. In order to limit disruptions and preserve a respectable environment for all, each resident is limited to having up to two guests at any one time.

C.5.4. Overnight guests (any person who is not a registered occupant of the room) are permitted with the written consent of roommates or suitemates. Guests are permitted up to seven nights a term of which up to three may be in a row. Guests are not permitted during Orientation Week or during the fall and winter examination periods.

C.5.5. For the safety and health of all residents, residence is a pet free environment.

C.5.6. Reasonable peace and quiet shall prevail at all times throughout the complex, including the exterior areas surrounding the residence buildings. 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.5.7. Due to excessive disturbance that can be caused, residence is a subwoofer free zone. Furthermore, all forms of noise coming from inside the rooms should not be audible beyond the door. The use of headphones when listening to audio equipment is always encouraged and may be directed by the Department as a condition of continued use of such equipment.

C.5.8. Students who are assigned to room accommodations on a designated quieter floor are required to abide by additional standards for quiet than those already mentioned.

C.5.9. During December and April exam periods, there will be a heightened awareness for quiet on floors to provide for an environment conducive to work for all students.

C.5.10. Those students sharing double rooms, suite areas and/or bathrooms must respect the rights of those sharing the space with them in mutual agreement as to how it will be used. In particular, concerns regarding privacy, security, cleanliness and right to study and sleep must be addressed.

C.5.11. Residents must maintain rooms, bathrooms, meal preparation area (where applicable), suites and their furnishings in good repair and in clean condition. This includes the proper removal of garbage, recycling and compost (where applicable). Food should also be stored effectively to avoid odour, pests and contamination.

C.5.12. All resident living areas including bedrooms, bathrooms and suite common areas are subject to formal inspections by staff of the Department during both the fall and winter terms. Damages and housekeeping deficiencies will be noted and appropriate steps will be taken with the responsible residents to remedy the deficiencies and may include damage/cleaning charges.

C.5.13. Residents must refrain from conducting any commercial enterprises from their rooms or other residence spaces.

C.5.14. Common lounges such as TV and study lounges are not to be used as accommodations for overnight sleeping.

C.5.15. Residents are not permitted to bring personal refrigerators into the residence community. Residents who are interested in having a refrigerator in their room can make appropriate arrangements with the University's service provider. Restricting personal refrigerators ensures that all refrigerators in the residence community are properly cleaned and in good working order, assists the University in providing a safe and healthy living environment in its residence buildings and contributes to the University's sustainability efforts.

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.6.9). 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 push pins/tacks that are approved by the Department 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.

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.

Section D Actions/Penalties

Residents are expected to use reasonable judgment and make choices that do not infringe on our Community Standards, nor compromise the safety or well-being of other residents and community members.

Violations, reported offences, or actions that violate the Residence Contract may result in consequences outlined below, and may also be subject to Carleton University’s Student Right’s & Responsibilities Policy.

Decision outcomes rely on a number of factors including history, level of concern, acceptance and responsibility. The Department encourages accountability, cooperation, and the willingness to learn and improve the situation on behalf of the involved residents. The best interests of the residence community are held as the highest priority.

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

- a) during fire alarms or other emergency situations to ensure that all residence buildings 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 the Residence Contract.
- c) Assessment against the offending party of non-refundable penalty not exceeding \$500.00 for each person assessed.
- d) Referral to a Residence Peer Conduct Board hearing
- e) Mandated to attend a discussion group which pertains to the nature of the Contract violation.
- f) Direction that headphones are used when playing audio equipment.
- g) Direction to remove equipment that produces offending or disturbing noise.
- h) The assignment of an educational sanction requiring the completion of a written essay/self-reflection on a topic, which pertains to the nature of the Contract violation.

The Assistant Director, Residence Life Services and the Director of Housing and Residence Life Services may also require:

- i) Change in room assignment in the current or in subsequent years of residency.
- j) Withdrawal of the privilege of applying to live in residence in a following or subsequent year.
- k) Warning issued to the offending party advising that termination of the Residence Contract will occur upon any further violation of regulations.
- l) Suspension of the Residence Contract of the offending party.
- m) 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.

When video surveillance is used to identify residents who have violated the terms of this Contract, the cost of staff time for viewing surveillance tape, to a maximum of \$200 per incident, will be borne by the resident(s) deemed responsible for the Contract violations.

D.1.3. The Peer Conduct Board will provide written notification to the student of their decision within ten (10) working days. Where the student decides not to appear at a scheduled hearing, a decision will be made in the absence of the student.

D.2. Termination and Suspension of Residence

D.2.1. If the resident is in breach of any of the terms and conditions of this Contract, or if the Department 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 may give up to

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 after the allocated days thereafter, the Contract shall be at an end.

D.2.2. If the Department considers that any action or conduct of a resident is such that it is a real or apparent danger to the health or physical safety of that resident or of any other person in the Residence community, the Department may forthwith terminate this Contract by delivering a written notice of 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.

D.2.3. 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 takes any steps to appeal or object to such termination.

D.2.4. If the Department 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.

Section E Appeals

This appeals process applies to petitions of any behavioral decision imposed on residents by Department staff. Students have the right to appeal penalties, sanctions, and/or administrative decisions.

E.1.1. A resident who wishes to appeal the sanctions imposed by any Departmental professional services staff can submit a written appeal to the Director of Housing and Residence Life Services. Appeals must be submitted in writing within seven (7) business days of receiving the sanctions that are being appealed.

E.1.2. The Director of Housing and Residence Life Services will review all documentation related to the incident(s) and will have the opportunity to call for questioning the Appellant, professional services staff, Residence Peer Conduct Board, witnesses, Residence Life student staff and any other individuals

involved in the incident. The Director of Housing and Residence Life Services may call the Appellant or any other person related to the case, for subsequent questioning and clarification.

E.1.2. (a) Such meeting may be attended 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.

E.1.3. Once the review is completed, the Director of Housing and Residence Life Services may find the Appellant in violation or not in violation and sustain the original sanctions, modify the original sanction or cancel the original sanction(s). The Director of Housing and Residence Life Services will notify the Appellant of the outcome of the appeal in writing.

E.1.4. The decision of the Director of Housing and Residence Life Services will be final, except in the case of termination of the Residence Contract.

E.1.5. In circumstances involving behaviour by a Residence student, which is deemed by the Department 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 Residence Life 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.

Acceptance Page

This Residence Contract outlines provisions that establish obligations for you and impose financial and other penalties should you fail to meet these obligations. This is a legal document. Please read it with care and ensure that all its provisions are understood before you sign it. If you have any questions or concerns, please contact the Department of Housing and Residence Life Services for explanation or clarification.

This Contract is a legal document between students living in residence and Carleton University on behalf of the Department of Housing and Residence Life Services. The Contract, and the related terms and conditions, set forth the benefits and responsibilities of the residents and the University. 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, as well as all applicable federal and provincial laws, and acknowledges that sanctions will be imposed as a result of violations. All students who live in residence must honor the Contract through its duration.

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.

Residents have a responsibility to respect the rights of other members of the residence community. 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. **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 endeavor 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.

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 Residence Life 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 Residence Life 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 Residence Life Services which includes the Director and staff.

I acknowledge that the Department of Housing and Residence Life 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.

Student Name and Signature

Student Number

Date

Department of Housing and Residence Life Services

Date