# Campus Housing Undergraduate residence contract 2024-2025

## Preamble

This document outlines the terms and conditions of your undergraduate residence contract with Campus Housing for 2024-2025 (the "Agreement").

Single-student residences at Ontario institutions are in accordance with a conditional exemption under the *Residential Tenancies Act, 2006.* Other applicable federal or provincial legislation (including human rights), as well as University of Waterloo policies and procedures, will be adhered to. You and Campus Housing will be held accountable for the terms and conditions\* outlined herein.

\*Although every effort has been made to ensure the accuracy of information, it may be subject to correction or change without notice. These terms and conditions are only for Campus Housing and not the Affiliated University Colleges.

#### Learning is better when we do it together

We are passionate about creating communities that embrace equity. **Everyone** deserves an equal chance to learn where they live, and **everyone** in our residence community has a responsibility to support an equitable learning environment.

#### Building anti-racist and inclusive communities

We know that racism, racist attitudes, and systemic racism exists, and our campus and residences are not immune to those behaviours and structures. We deeply value the diverse contributions of Black, Indigenous, racialized, 2SLGBTQIA+ students and employees, and all students with disabilities. We are committed to addressing racism and developing an anti-racist community. Let us be clear, prejudice or hate of any kind has **no place** in our community. To see change, we need to acknowledge and dismantle racial biases in our residence culture, structures, and practices. We will respond to racism and discrimination. We will engage in uncomfortable conversations. We are prepared to learn and help others learn. Because racial equity and inclusion matter.

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# 1.0 Residence eligibility

#### 1.1 Eligibility requirements

To be eligible for residence admission and to maintain eligibility for accommodation throughout your contract, you must meet the following requirements:

- You must be registered as a full-time student with 1.5 credits in each 4-month term or be considered
  full-time by the Registrar's Office or be a co-op student on an approved work-term. If you are not a fulltime student, you are obligated to notify Residence Life Management in order to review your residency
  status.
- Before dropping a course, consider meeting with your Residence Life Co-ordinator (RLC) regarding your residence eligibility.
- You must have accepted a residence contract and submitted a \$500 non-refundable initial payment towards residence by the date stated on your contract.
- You must have paid all previous charges for damages, fines, etc.
- You must not have had previous significant behavioural issues in residence and/or have previously been evicted or banned from living in a Campus Housing. Assessment of significant behavioural issues is at the sole and unfettered discretion of Residence Life Management.

# 2.0 Residence contract

#### 2.1 Contract period

Subject to Section 2.4 and Section 6.0, a residence contract in the fall term is for two academic terms within the same academic year (fall/winter or fall/spring). In the winter and spring terms, the residence contract period is for one academic term. Your contract begins one day prior to the start of a term and terminates on the day that the academic exam period ends each term.

#### 2.2 Two-term contracts

You will be assigned to the same residence room for both terms of your two-term residence contract. If you are in residence in the fall, you will be returning to the same residence facility in the winter. If you are living in residence in the fall and on a co-op work term in the winter, you will be returning to the same residence facility in the spring.

Notwithstanding the foregoing, in the event that circumstances change, Campus Housing reserves the right to change your room assignment for the second term of your contract. If you are moved to a different residence facility for at any point of your contract, you must pay the new residence facility fee and/or meal plan charges as applicable.

#### 2.3 Co-op work terms

If you are on a winter or spring co-op work term placement, you can apply for a one-term residence contract. You must live in our designated area for co-op work term students, except as otherwise permitted by Campus Housing in writing.

#### 2.4 Winter and spring breaks

All undergraduate residences are closed during the University of Waterloo's winter holiday period and between the winter and spring terms; beginning at 10:00 a.m. the day after the last fall or winter exam and ending the day before winter or spring classes start. During this time, you must make alternative living arrangements and will not be permitted access to any Campus Housing building. The International Student Bridging Program organized by Campus Housing may be a short-term option for study permit students, depending on student eligibility and space availability. This program is a separate agreement outside your residence contract and participation is not quaranteed.

#### 2.5 Election note

In the event of an election during the term of this contract, we will provide the appropriate agency responsible for conducting the election with verification of residence. If you do not wish to have your residence verified with such bodies, you must advise Campus Housing in writing within the first two weeks of the start of this contract.

#### 2.6 Termination

This Agreement may be terminated by the University of Waterloo due to the breach of this Agreement, the residence contract, or any policy, rule or regulation of the University of Waterloo by the Student or failure to comply with any of the eligibility conditions in Section 1.1. In the event of such termination, the Student will be required to immediately move out of the residence room, and the Student shall forfeit any and all fees paid by the Student in accordance with this Agreement.

# 3.0 Residence and meal plan fees

#### 3.1 Residence fee chart\*

			Full year fall
		\A/:	
		Winter or	and winter or
Residence and room type	Fall term	spring term	fall and spring
Traditional style: Village 1 (V1), Ron Eydt Vi	llage (REV), and l	JW Place - Claudette	Millar Hall (CMH)
	1		
Single Room (V1)	\$3,872	\$3,872	\$7,743
Single Room (CMH)	\$4,247	\$4,247	\$8,494
Interconnected Room (V1)	\$3,695	\$3,695	\$7,390
Double Room (V1 & REV)	\$3,473	\$3,473	\$6,946
Double Room (CMH)	\$4,047	\$4,047	\$8,094
Double Room (Civin)	$\psi = 0 = 1$	Ψ ., σ	
Suite Style: Columbia Lake Village South (C	LV-S), UW Place	– Beck Hall (UWP), U	IW Place – Eby Hall
Suite Style: Columbia Lake Village South (C (UWP), Wellesley Court (UWP), Wilmot Cour	LV-S), UW Place	– Beck Hall (UWP), U	IW Place – Eby Hall
Suite Style: Columbia Lake Village South (C (UWP), Wellesley Court (UWP), Wilmot Cour Mackenzie King Village (MKV)	LV-S), UW Place t (UWP), Waterloo	– Beck Hall (UWP), U o Court (UWP), Wool	W Place – Eby Hall wich Court (UWP),
Suite Style: Columbia Lake Village South (C (UWP), Wellesley Court (UWP), Wilmot Cour Mackenzie King Village (MKV) Double room three-person suite (UWP)	LV-S), UW Place t (UWP), Waterloo	- Beck Hall (UWP), Lo Court (UWP), Wool	W Place – Eby Hall wich Court (UWP), \$7,295
Suite Style: Columbia Lake Village South (C (UWP), Wellesley Court (UWP), Wilmot Cour Mackenzie King Village (MKV)	LV-S), UW Place t (UWP), Waterloo	– Beck Hall (UWP), U o Court (UWP), Wool	W Place – Eby Hall wich Court (UWP),
Suite Style: Columbia Lake Village South (C (UWP), Wellesley Court (UWP), Wilmot Cour Mackenzie King Village (MKV) Double room three-person suite (UWP)	LV-S), UW Place t (UWP), Waterloo	- Beck Hall (UWP), Lo Court (UWP), Wool	W Place – Eby Hall wich Court (UWP), \$7,295
Suite Style: Columbia Lake Village South (C (UWP), Wellesley Court (UWP), Wilmot Cour Mackenzie King Village (MKV)  Double room three-person suite (UWP)  Single room 2-bedroom suite (UWP)	LV-S), UW Place t (UWP), Waterloo \$3,648 \$4,176	- Beck Hall (UWP), Up Court (UWP), Wool \$3,648 \$4,176	W Place – Eby Hall wich Court (UWP),  \$7,295 \$8,351
Suite Style: Columbia Lake Village South (C (UWP), Wellesley Court (UWP), Wilmot Cour Mackenzie King Village (MKV)  Double room three-person suite (UWP)  Single room 2-bedroom suite (UWP)  Single room 3-bedroom suite (UWP)	LV-S), UW Place t (UWP), Waterloo \$3,648 \$4,176 \$3,953	- Beck Hall (UWP), Up Court (UWP), Wool \$3,648 \$4,176 \$3,953	\$7,295 \$8,351 \$7,906
Suite Style: Columbia Lake Village South (C (UWP), Wellesley Court (UWP), Wilmot Cour Mackenzie King Village (MKV)  Double room three-person suite (UWP)  Single room 2-bedroom suite (UWP)  Single room 3-bedroom suite (UWP)  Single room 4-bedroom suite (UWP)	\$3,648 \$4,176 \$3,953 \$3,953	- Beck Hall (UWP), Up Court (UWP), Wool  \$3,648 \$4,176 \$3,953 \$3,953	\$7,295 \$8,351 \$7,906 \$7,906
Suite Style: Columbia Lake Village South (C (UWP), Wellesley Court (UWP), Wilmot Cour Mackenzie King Village (MKV)  Double room three-person suite (UWP)  Single room 2-bedroom suite (UWP)  Single room 3-bedroom suite (UWP)  Single room 4-bedroom suite (UWP)  Single room 4-bedroom townhouse (CLV)	\$3,648 \$4,176 \$3,953 \$3,953 \$3,953	- Beck Hall (UWP), Up Court (UWP), Wool  \$3,648 \$4,176 \$3,953 \$3,953 \$3,953 \$3,692	\$7,295 \$8,351 \$7,906 \$7,384

<sup>\*</sup>Note: Rates are for the 2024/25 academic term.

#### 3.2 Meal plan fees\*

#### Residence Meal Plan Allowance (RMPA)

If you live in Claudette Millar Hall, Ron Eydt Village or Village 1 you must buy a Residence Meal Plan Allowance (RMPA) for each term.

Meal Plan Name	What do you pay?	Meal Plan Portion	Flex Dollar Portion	Overhead Deduction	Capital Improvement Allotment
Lite	\$3,115	\$1,510	\$0	\$1,510	\$95
Average	\$3,365	\$1,510	\$250	\$1,510	\$95
Hearty	\$3,615	\$1,510	\$500	\$1,510	\$95

#### Value Meal Plan (VPMP)

If you live in Columbia Lake Village – South, Mackenzie King Village, Minota Hagey Residence, or UW Place Suites, purchasing a meal plan is optional. You have a full cooking facility in your suite so you can prepare your own food in accordance with health and safety standards, all applicable laws, and University of Waterloo regulations and policies. However, you can purchase an optional Value Plus Meal Plan (VPMP).

Meal Plan Name	What do you pay?	Meal Plan Portion	Flex Dollars Portion	Capital Improvement Allotment	Savings
Casual	\$1,580	\$1,330	\$200	\$50	5%
Saver	\$2,165	\$1,915	\$200	\$50	5%
Super Saver	\$2,645	\$2,395	\$200	\$50	13%

\*Note: Meal Plan Fees for 2024/2025 academic term.

#### 3.3 Special dietary needs

Due to the many cultural and religious backgrounds of our students on campus, we do our best to accommodate as many food selections as possible. However, not all Food Services' outlets are able to accommodate every option. Before choosing a residence, research the food choices available for each so we can accommodate your needs. Students with severe or life-threatening medically documented food allergies must register through the <a href="Accessible Housing process">Accessible Housing process</a>. Campus Housing does not guarantee a residence placement with other students with similar food allergies or customs.

#### 3.4 Deposits and initial payments

Deposits are initial payments received by Campus Housing and are non-refundable and cannot be applied to a later application. An initial payment received as part of the First-Year Guarantee Residence Application is used as an application fee and is applied toward your residence fee. Other residence deposits are initial payments and used to secure your residence space and are non-refundable.

An initial payment may be refunded, at the discretion of the University of Waterloo, if:

- The University of Waterloo has revoked your academic offer of admission or,
- Your application to defer your offer of academic admission has been approved by the Office of the Registrar prior to August 1, 2024.

All other initial payments are non-refundable and act as an application fee and/or payment to secure a space in on-campus residence. Additionally, initial payments are not subject to an appeal through the Residences Fees & Contract Appeals Committee.

#### 3.5 Payment of fees

Residence and meal plan fees (if applicable) along with other University of Waterloo charges are paid prior to the start of each term. These fees are posted to your Quest account. If you have questions refer to the information on your Quest account summary for payment details and options. You can also track your Waterloo finance charges and adjustments on your Quest account.

#### 3.6 Refunds

In the event of a refund being granted, values are calculated on a pro-rated nightly rate from the start date of your residence contract until the vacancy caused by your cancellation is filled by another student not currently living in residence. Any refund on residence fees are credited to your university account, less an administration fee of \$500.

No refunds are given during the last 30 days of any term. To request a meal plan refund, contact the <u>WatCard Office</u> directly. If you have no outstanding charges, you may be eligible for a refund. Refunds are issued to your Quest account from the Department of Finance at the University of Waterloo.

#### 3.7 Tax receipts

Residence fees cannot be claimed as rent for income tax purposes. Under the Income Tax Act and Assessment Act, Universities are exempt from paying municipal property taxes.

Currently, the Income Tax Act stipulates that all students living in designated university (tax-exempt) student residences are limited to an Ontario Energy and Property Tax Credit claim based on an occupancy cost of \$25 for the time they live in a student residence. Therefore, the maximum amount that can be claimed for income tax purposes is \$25, subject to amendments to the Income Tax Act and related regulations from time to time.

# 4.0 Withdrawal and termination

#### 4.1 Financial responsibility

You are held financially responsible for the full residence fee as indicated in your contractual agreement and pursuant to this Agreement. If you withdraw from residence before the completion of your contract, you will be placed on our refund assessment list in order of withdrawal date.

When a new student is confirmed into residence, a refund may be processed for the first student on the waiting list if Campus Housing reaches full occupancy. This process is based on filling the vacancy rather than filling the specific room type. If you find your own qualified replacement who is not currently living in residence or has an active residence contract or a part of the first-year guarantee process, you will be eligible to receive a refund. There is no guarantee that a residence space can be filled, and the University of Waterloo shall not be obligated to take steps to fill vacant residence space. There are no guarantees of refunds in whole or in part.

#### 4.2 Academic withdrawal pre-arrival

You will not be held financially responsible for your full residence fee if:

- Your offer of academic admission has been revoked by the University of Waterloo,
- Your application to defer an offer of academic admissions has been approved by the Office of the Registrar,
- You have withdrawn your academic acceptance at the University of Waterloo, or
- If you have been required to repeat your previous academic term.

Academic withdrawals do carry a \$500 administrative fee to cancel the contract. The exception is for academic offers being revoked for new incoming students and/or academic deferrals prior to August 1, 2024.

#### 4.3 Academic withdrawal post-arrival

Should you become "required to repeat" or "academic withdrawal" from your academic program, you are not financially responsible for your remaining full residence fees. Students who have an academic offer changed or adjusted by the University of Waterloo are eligible for financial relief once their cancellation is complete. Students must follow the cancellation process and vacate their residence room should they academically withdraw. Students who withdraw academically are subject to a \$500 administrative cancellation fee.

#### 4.4 Student cancellation

If you cancel your residence contract and remain academically enrolled or on an approved work term, you will be held financially responsible for your full residence fee. Campus Housing reserves the right to collect payment for any outstanding residence room charges. If after moving into your room, you cancel your residence contract with the decision to move off-campus, you anticipate a residence environmental conflict, or for any other reason based on your residence assignment, you will be held financially responsible for your full residence fee and placed on our refund assessment list.

#### 4.5 University termination of contract

If you are evicted from residence or are required to leave the University of Waterloo due to behavioural issues, you will be held responsible for your full residence fee as per your contractual agreement and this Agreement. Campus Housing reserves the right to cancel a residence contract at any time for a breach of the residence contract or breach of any term or condition of this Agreement. No notice or opportunity to cure such breach shall be provided.

#### 4.6 Exceptional circumstances

If you are unable to live in residence due to exceptional circumstances beyond your control you may submit a written appeal with supporting documentation to the Residence Fees & Contracts Appeals Committee for consideration. You will remain responsible for the administrative fee should an appeal be approved.

#### 4.7 Grounds for appeals

In the event your residence contract is terminated, by you or by the University of Waterloo, you may appeal the fees owed by submitting an appeal to the Residence Fees & Contracts Appeals Committee. Grounds for an appeal include medical and compassionate. The appeal must be submitted within ten days of submitting the Withdrawal Form and/or vacating your residence room. The last date to submit an appeal for 2024-2025 academic terms is July 30, 2025.

# 5.0 Room assignment

#### 5.1 Roommates

If you are a first-year student applying through the first-year guarantee, you can request one preferred roommate. A requested roommate must meet the following requirements:

- · You are both first-year students,
- · You must both select the same gender, community preference, and
- You must be in the same academic stream.

Upper-year students have the opportunity to request roommates of different gender pairings, but the academic stream requirement still applies.

#### 5.2 Room changes

Requests for room changes will not be accepted after the University has completed room assignments. After one month of living in residence, if you wish to discuss a room change, you must contact the Don/Residence Life Co-ordinator (RLC) responsible for your current residence facility. NOTE: Room changes are only completed under exceptional circumstances and without obligation of the University to make any changes arising from a request. If you experience roommate challenges, a process of discussing concerns with your roommate(s), mediation, and genuine attempts to resolve the situation are expected. You acknowledge and agree that the University of Waterloo shall not be responsible for granting any room change and each request shall be reviewed on a case-by-case basis. Transferring rooms may result in an additional charge and/or an adjustment in fees, including meal plan charges, depending on your new room type and location. Additional charges will be posted to your Quest account by the Finance Department. Failure to complete the room change can result in an additional charge. Room and bed space swaps (changing rooms or bed spaces within another resident) without written permission from Campus Housing are prohibited.

#### 5.3 Subletting

Only you and your designated roommate (if applicable) may occupy your residence room. Your room and any other space in residence cannot be shared with, or sublet to, another person.

# 5.4 Accessible Housing Supports

A disability/medical condition is defined as a physical or mental impairment that substantially limits one or more major life activities of an individual, covers a broad range and degree of conditions, and can be visible or invisible. With the presence of functional limitations in activities of daily living, housing accommodations can be made for medical, sensory, physical, environmental, psychological, allergy/dietary restrictions or mental health conditions.

If you require accommodation due to your height (taller than 6'4" or 195 cm). We will attempt to assign you a room with a longer mattress (subject to availability). Please indicate this need during your residence application process.

Some residence accommodations have shared private or semi-private spaces. We use the gender that you have identified on University of Waterloo records to assist with your room assignment. If you have questions or concerns, contact Campus Housing housing@uwaterloo.ca. We are committed to finding the best fit for you in our community. Some of our on-campus partners such as the Office of Equity, Diversity, Inclusion & Anti-racism, AccessAbility Services, Student Success Office, and The Glow Centre for Sexual and Gender Diversity may be able to assist us in finding a solution.

Non-life-threatening allergies and serious dietary issues (e.g. peanut allergy) can be accommodated through room assignment. Dietary concerns such as gluten-free or lactose-free diets can be accommodated through specialized menu planning with Food Services in multiple locations.

If you require specific accommodation due to a physical, sensory, environmental, medical, psychological, sleeping disorder, life-threatening allergies, or learning disability-related issue, you must contact <u>AccessAbility Services</u> at 519-888-4567, ext. 35082.

If you have a disability or chronic medical condition, AccessAbility Services will work in collaboration with Campus Housing to assign you to a room that reasonably accommodates your needs. Please give us prior notice and documentation so we can find the best fit quickly. We request this documentation be <u>uploaded</u> by June 3, 2024.

Every effort is made to place you in a residence space that meets your Accessible Housing recommendation. Housing accommodation requests should be made through the Accessible Housing process when you submit your residence application. Accommodations that require changes to infrastructure may take longer to complete due to design and construction timelines.

#### 5.5 Contingencies

Although rare, facilities or services may become unavailable as a result of factors that are beyond the control of Campus Housing. Under such circumstances, and subject to Section 10.3, the University of Waterloo reserves the right to make assignments, provide alternative arrangements, or substitute services as the situation requires. In the event of larger than anticipated residence applications, high enrolment, or other factors beyond immediate control of Campus Housing, repurposing of spaces may occur. This repurposing may include, but not limited to, use of lounges as self-contained residence rooms, increasing the initially intended occupancy for rooms, or using spaces not owned or operated by Campus Housing. These rooms will be furnished and have similar expectations as all other residence rooms.

In the event that the University of Waterloo must make decisions in the face of major disruptive events beyond its control, it will do so on the direction of relevant authorities, as appropriate, subject to Section 10.3. In some circumstances, students may be placed in alternative accommodations or housing arrangements until a regular room assignment becomes available. Campus Housing reserves the right to place limits on the number of residents to be reassigned in order to maximize space for new first-year residents. New residents will be assigned to their preferred building to the extent possible. Failure to honour assignment preferences will not void residence contracts. Campus Housing reserves the right to change room or building assignments, assign roommates, and consolidate vacancies from time to time.

# 6.0 Move-in/move-out

#### 6.1 Move-in

You will be requested to schedule your move-in information with Campus Housing prior to your arrival on campus. Please arrive on campus on your assigned date. It is important that students adhere to their schedule for move-in.

#### 6.2 Early arrival

The arrival process will be managed through a registration process. Students are not permitted to arrive early and should arrive at their scheduled time. Campus Housing does not guarantee availability of an early move-in.

#### 6.3 Late arrival

Failure to check into your room by 12:00 p.m. (noon) on the first day of classes will result in the cancellation of your residence booking. Should you intend to arrive after this date/time, you must complete a late arrival form and indicate your expected arrival date. The late arrival period for new contracts ends on the Student Financial Services Tuition and Refund Deadline each term. If you fail to provide a late arrival form prior to the first day of class, your initial payment will be forfeited, and your residence contract will be canceled. If, after completing the late arrival form, you still do not arrive, this will result in the cancellation of your residence booking.

#### 6.4 Move-out

First-year students are required to vacate their assigned room and leave residence within 24 hours of their last examination or formal academic commitment (e.g. capstone projects) for each contracted term. If you do not have any exams scheduled during the final examination period, you are required to vacate your assigned room and leave residence 24 hours after the last day of classes for the contracted term. Failure to move out of residence by the assigned date could result in a \$100 fine per additional night. If your exam falls on the last day of the examination schedule you are required to leave by 10:00

a.m. the following day. Upper-year students (academic terms 2A and above) are able to remain in their assigned room until 10:00 a.m. on the last day of the examination schedule. Room checks are done by the student and residence staff, before the student moves out, to record any damages and to confirm that everything is unplugged, garbage is emptied, and windows are closed.

#### 6.5 Move-out – all students

Students accept financial responsibility for any missing furniture/fixtures, or any damages found in the student's personal or shared residence space (billed to student account).

Students also accept financial responsibility for any cleaning charges (minimum \$100) resulting from the student's personal or shared residence space being left in an unacceptable state of cleanliness, or garbage or unwanted items left in the space (billed to student account).

Room checks are completed to ensure students move out by their assigned move-out date (see Section 6.4 and Section 6.5). If student belongings have not been moved out by their assigned date, access to residence rooms will be disabled and belongings may be removed. Campus Housing is not responsible for maintaining or keeping any items or belongings left behind following the move out date. These items may be disposed of or donated as appropriate.

# 7.0 Keys and locks

#### 7.1 Keys

Your keys are your own responsibility. Do not lend your keys out or leave them where they may be taken. You are strongly advised to lock your door when leaving your room. You are prohibited from lending your assigned key(s) to any individual (including family members) under any circumstance.

#### 7.2 Lost keys

Lost keys should be reported immediately to your residence Front Desk. If you lose your key(s), a spare one will be issued for up to 7 days to allow you to find the original. If after 7 days your key(s) have not been returned, you will be assessed a \$100 fee to cover the cost of a lock change. Roommates will receive a new key free of charge. If this happens more than once, appropriate fees and or sanctions are at the discretion of the Residence Life Co-ordinator.

#### 7.3 Returning keys

If you fail to return your keys at move out, you will be assessed a \$100 fee to cover the cost of a lock change.

#### 7.4 Locks

Residents must report damaged or malfunctioning locks, lights, and other safety hazards immediately to Residence Facility Co-ordinator email account specific to that building. Extra locks of any kind are not permitted on doors, windows, or furnishings.

#### 7.5 Room lockout

You are expected to keep your keys with you at all times. If you lock yourself out of your room, you can get help from your residence Front Desk. If being locked out becomes a pattern of behaviour, you will be expected to meet with your Residence Life Co-ordinator and disciplinary action, up to and including a fine, is possible.

#### 7.6 University personnel entering rooms/suites

Authorized University of Waterloo personnel may enter your room or suite without prior notice for the following reasons: to ensure health, safety or general community welfare, to make repairs to your accommodations and the equipment servicing it, to inspect the condition of your room or suite, to silence an alarm or other noise within a living space that interferes with the reasonable enjoyment of the community, to reduce or prevent water damage during a flood or pipe burst, and to investigate compliance with and possible breaches of the terms and conditions. The Student agrees that the University of Waterloo staff, University of Waterloo appointed security guards, University of Waterloo Special Constable Services, or any person designated by University of Waterloo, the Residence Life

Co-ordinator, Dons, and/or Residence Life Staff have the right to enter the room and the residence at any time, in performance of any of their duties.

If a resident requests a repair, a work order is created and will be considered authorization to enter the room. Except in the event of an emergency or safety related concern, notice of entry, other than for a work order, will be provided at least 24 hours in advance.

Notwithstanding anything in this Agreement, minor repairs and/or maintenance requests made by you that do not interfere with your reasonable enjoyment of a residence room may be delayed or rejected to minimize physical contact of University of Waterloo employees and students in accordance with policies, guidelines, and procedures set by the University of Waterloo and applicable government authorities.

# 8.0 Residence facilities

#### 8.1 Room

Your room is equipped with a twin-size bed, mattress (36" X 78"), desk and chair, study light, bookshelf, closet, dresser, waste basket, and Internet connection. Additional furniture (or storage of furniture or mattress) is not allowed in rooms or suites, without permission from Residence Life Management. Students are not permitted to remove any furniture from their rooms without written permission from Campus Housing. Some rooms are furnished with other bed sizes, which will be communicated to students booked into those spaces.

#### 8.2 Room Condition Guide

You are encouraged to complete the Room Condition Guide when you arrive in your room. Walk around your room, following the guide and ensure every piece of furniture is accounted for. Also, using the guide look for any extra wear and tear the maintenance team should be aware of. It is your responsibility to notify maintenance of any issue you find within your room. Left unaddressed an issue could worsen and you could be held accountable. Email the maintenance account of your community any issues that require repair or attention.

#### 8.3 Property storage

We do not accept responsibility for the storage or safekeeping of property abandoned in residence rooms.

#### 8.4 Air-conditioning

Air-conditioning units are not permitted in residence. If you require air-conditioning for medical reasons, you must submit supporting medical documentation through the Accessible Housing process to Campus Housing. You will be considered for special residence placement, or a room change.

#### 8.5 Damage and loss

We hold you financially responsible for any damage or loss to your room or its contents and also for the cleanliness of your room when you vacate.

If you are assigned to a suite-style/townhouse accommodation, you are jointly responsible, with the other occupant(s) of the suite, for damage or loss sustained in the common areas of that accommodation. In some circumstances, you and other students in your building or area may be held accountable for damage to that building or area.

The Student hereby agrees that the University of Waterloo and its employees, agents, directors, trustees, officers and members assume no responsibility for, and shall not be liable for, any loss or damage to the Student's personal property or injury to person, however caused.

#### 8.6 Asbestos in buildings

The University of Waterloo maintains an Asbestos Management Program, conforming to Ontario Regulation 278/02 – Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations. Some Waterloo Residence buildings do contain asbestos. An up-to-date

inventory of the presence of asbestos in buildings has been completed. Asbestos poses a health risk only when fibers are present in the air that people breathe. In the event of renovations, repairs, and construction the University adheres to strict regulations and legislation to protect everyone who works or lives in areas that may contain asbestos. The Safety Office offers ongoing support and maintains the policy to ensure the asbestos management program is followed in campus buildings.

#### 8.7 Mold

Students are responsible to report issues with their room including the presence of mold and mildew. Should a student believe mold is present in the room or common spaces, students must report this information to their residence facilities staff who will work towards resolving the issue. The presence of mold will not require a student to vacate or move residence assignments.

Some rooms naturally have more moisture (due to sun exposure/heat). In order to maintain adequate moisture levels, students are responsible for:

- Ensuring closets are not jammed packed with belongings to allow for air flow.
- Making sure windows and blinds are opened regularly.
- Avoiding using humidifiers and are encouraged to use fans/de-humidifiers.

Campus Housing staff will be entering rooms periodically to ensure moisture is well maintained and to advise students of any corrective actions.

Should the room condition or condition of common space affect a new or preexisting medically documented need, students must complete the <u>Accessible Housing process</u> to explore a room change if required.

#### 9.0 Residence network

The residence network is a wireless and wired network that provides Internet and campus network access throughout residences. All areas of residence rooms are provided with a wireless Internet connection. Wireless access is provided in both the 2.4 GHz band, as well as the 5 GHz band. The wireless signal strength should be no less than -75 dBm on either wireless band. Network issues can be reported to the Residence IT Service Desk. Residence Networks, within Campus Housing, follow the general guidelines on use of Waterloo computing and network services. Guidelines can be found through Information Systems and Technology.

#### 9.1 Misuse

The following are specific items that are considered misuse. They could result in **immediate disconnection** of your Internet connection without notice, and/or other sanctions as deemed appropriate by Residence Life staff.

- Uploading, downloading, or sharing of any copyrighted materials including, but not limited to, movies, music, games, and software.
- Setting up of any server including, but not limited to, DHCP, SQL, FTP, WSeb, File and IIS.
- Scanning the network for any reason.
- Malicious hacking in any form.
- Sharing of any material deemed inappropriate or offensive.
- Tampering with or removing wireless access points in residence, or any other network hardware in residence.
- Any activity that degrades the performance, or impacts the security, of the network.
- Broadcasting a wireless network of any sort, including access point wireless printers.
- Spoofing, or imitating, any official University of Waterloo networks such as eduroam or uw-wifi-setup-no-encryption.

Problems arising from use for purposes other than those intended by the University of Waterloo will be seen as misuse. If you feel that ResNet does not meet your needs, you are welcome to arrange for an outside Internet Service Provider (ISP) at your own expense. Prior to arranging an alternative ISP, the Residence IT Service Desk should be consulted to ensure the required infrastructure exists. The University of Waterloo reserves the right to disconnect (without notice)

any port if misuse is suspected. Misuse could ultimately result in disciplinary action up to and including **eviction from residence** and/or referral for academic disciplinary action. Commercial or criminal use of network resources is strictly prohibited, as is any use that may impact the performance of the network. Students are expected to comply fully with both the letter and the spirit of the law with respect to copyright and patents and thereby honour intellectual property rights.

#### 9.2 Security

You are expected to ensure that your network-connected device is secure and does not pose a risk to yourself or others. Up-to-date virus protection is essential. The University of Waterloo will not be held responsible for damage, or data loss, to any network connected device that is vulnerable in any way. Developments that pertain to information technology may change from time to time, and you are expected to abide by these policies. Please visit <a href="Campus Housing's Internet">Campus Housing's Internet</a> & <a href="Technology">Technology</a> page on a regular basis to stay up to date.

#### 9.3 Network Limitations

The residence network is an enterprise grade network that has security features enabled which are incompatible with some devices. Devices that rely on the ability to communicate with each other over the network (inter-client communication) will not function on the network; some examples of these devices are Chromecasts, wireless printers, wireless speakers, smart home accessories, etc. Devices that do not support WPA2-Enterprise encryption can be whitelisted to connect to uw-wifi-setup-no-encryption on a case-by-case basis. uw-wifi-setup-no-encryption is an unencrypted network; users of this network are advised to practice caution in which traffic is sent over this network, and the University of Waterloo assumes no responsibility for any data loss or device vulnerability caused by use of this network.

# 10.0 Cleaning and maintenance

#### 10.1 Cleaning

You are responsible for maintaining an acceptable level of cleanliness. This expectation is not only for your residence room, but is extended to all common areas in residence including TV areas, game rooms, washroom facilities, cafeterias, etc. If you live in a suite-style/townhouse accommodation, it is your responsibility to ensure that your unit's common areas, washroom facilities and appliances provided are properly maintained and cleaned on a regular basis. Cleaning supplies for suite-style accommodations are not provided by Campus Housing.

You are expected to clean your room/unit prior to leaving at the end of term or when assigned a new roommate. When a new roommate moves in, Campus Housing will ensure the space is cleaned, and it is the current residents' responsibility to ensure they are maintaining a welcoming environment once cleaning occurs. Any damage beyond normal wear and tear or any excess cleaning required by the Campus Housing staff will be billed to the resident(s).

#### 10.2 Pest control

#### **Bed Bugs**

Campus Housing has an established and successful procedure for the unlikely event that a case of bedbugs is confirmed. We will work closely with any resident who suspects that bedbugs may be present in their room. This includes testing and if applicable, treatment. Students who suspect a case of bedbugs should immediately notify their Residence Front Desk or Residence Facility Coordinator.

Students should not move to a friend's room, floor lounge, or take their belongings anywhere else. Our practice is not to relocate the resident due to the increased risk of spreading. We will work closely with the resident(s) and require their full participation in the process.

#### **All Other Pests**

Campus Housing has an established and successful procedure in the event of any pest issues:

 Household pests (e.g. spiders, ants, silverfish, etc.) can be common occurrences at different times of the year. Higher pest activity can be an indication of an outstanding facility

- issue and it is the residence contract holder's responsibility to notify the Residence Facility Co-ordinator or Residence Front Desk.
- For more serious pests including and not limited to mice, rodents, cockroaches, or signs
  of pests within your residence space, it is the residence contract holder's responsibility to
  notify the Residence Facility Co-ordinator or Residence Front Desk as soon as possible.

#### 10.3 Facility improvement/construction

There are ongoing campus and city construction, renovation and maintenance projects occurring at and/or adjacent to a number of residences on the main campus. Noise due to facility improvement and cleaning, that can be disruptive to residents, will typically not begin before 8:00 a.m. These activities may begin earlier due to emergencies beyond the control of the department. Outdoor service activities adjacent to the residences, such as grass cutting and garbage removal, may cause noise that some residents find disruptive. The department attempts to ensure these activities do not begin before 7:00 a.m.

Construction of new buildings, renovations, and maintenance occur year-round on campus and continue through midterm and final exam periods. Measures are taken to minimize disruption and at times options are provided to students for alternate study spaces. The University of Waterloo ensures that prudent construction practices are followed at all times, however there may be disruptions and inconveniences such as noise, dust, and/or temporary interruption of some services. Please note that there will be no compensation or reduction to residence fees due to any disruptions.

#### 10.4 Noise and Vibration

Due to the proximity of some Campus Housing to the Waterloo Central Railway and the Region's LRT line (ION), projected noise levels may exceed the Noise Level Objectives approved by the Regional Municipality of Waterloo and may cause concern to some individuals. Moreover, each unit within the Claudette Millar Hall building has been fitted with a forced air-duct heating system suitably sized and is currently equipped with an air conditioning system. It is agreed that the University of Waterloo shall have no liability for any noise levels that may exceed the Noise Level Objectives.

# 11.0 Residence community standards

#### 11.1 Noise

The University of Waterloo takes reasonable care to ensure that the environment in its residences is conducive to university life and studying but cannot be responsible for unreasonable or unavoidable noise or disturbance caused by others or by matters outside its control. For consideration of other residents, subwoofers are prohibited in residence. Excessive noise is considered irresponsible behaviour especially in a community where every resident expects to be able to work and sleep in peace and quiet. Noise levels must not infringe on someone else's reasonable expectations and shall conform to the University's rules on noise or the municipality's noise bylaws. Failure to comply with reasonable noise requirements shall constitute grounds for eviction from residence.

#### 11.2 Guests

Having guests in residence is a great way to socialize as you become friends with other students on campus or invite a friend from back home. But having guests in residence is also a privilege. Waterloo residents are responsible for their guests' behaviour and any financial consequences of their guests' actions. Residents must ensure that guests abide by the policies, rules, regulations, and terms contained in this document, as well as any established community standards. Guests must be accompanied by their host at all times.

Guests stay less than 48 consecutive hours and keep no personal possessions in residence, eat only occasionally in residence, and do not normally stay overnight. Guests are expected to respect the rights and privileges of roommates and other residents of the community at all times. If you are having guests in residence, you are expected to let your roommates/suitemates know in advance. Overnight guests are not permitted during Orientation Week, on St. Patrick's Day and the day preceding, or during the final exam period.

Failure to abide by the above can result in guest privileges being suspended or revoked and the University can ban any person not paying residence fees from entering residence at any time. For your safety, any person found in a residence who is not a guest of a resident or who cannot give a satisfactory explanation for their presence and/or provide identification, must be reported immediately to a Don. Salespersons, canvassers, or agents are not allowed in residence.

#### 11.3 Commercial use

The use of a residence room, mailbox, phone line, or network connection for any commercial purposes is prohibited. A business may not be operated in or from a residence. Students found to be participating in and/or running an illegal gaming/ gambling operation in residence will be subject to sanctions, at the discretion of the Residence Life Co-ordinator, which could include a notice of behaviour, eviction, and/or reporting to Special Constables Services, depending on the severity of the situation.

#### 11.4 Posters

Posters or promotional materials must be approved in writing by Campus Housing before posting. Use two-sided poster mounts (available at the residence Front Desk) when putting up posters. Residence Life Co-ordinators may require you to remove any material that is deemed to contribute to a poisonous environment, promotes unwanted comments and/or contributes to a negative community atmosphere. Ensure that posters don't obstruct smoke detectors, fire alarms or sprinklers to avoid violating safety codes.

#### 11.5 Illness

Due to the communal nature of residence living, people suspected of being infected with a communicable disease with a potential to infect other residents or University community members are required to seek medical attention and inform the University of Waterloo's Residence Life staff. To the greatest extent possible, disclosure of such information to Residence Life staff will be dealt with in a confidential manner. If you suspect that you may be ill due to COVID-19 or have received a positive test result for COVID-19 you must follow the steps provided on the Residence Life Processes and Policies webpage. You may be required to temporarily relocate to self-isolate and recover. Should Campus Housing be aware of non-compliance regarding self-isolation or quarantine, we may notify Region of Waterloo Public Health and Emergency Services Department for follow-up.

#### 11.6 Pets

Residents are prohibited from keeping non-service pets/animals of any kind in their rooms or common areas. Registration through the <u>Accessible Housing process</u> and following the <u>Service Animal</u> Verification guidelines is required to accommodate service animals in residence.

#### 11.7 Food and cafeteria dishes

Remember to be courteous of others when eating in your room or in residence common areas. Store food in suitable containers to avoid contamination, vermin, and odour. If you plan on eating outside of the cafeteria dining areas, select food that comes pre-packaged. Cafeteria dishes, utensils, and trays are to remain in the cafeterias of Claudette Millar Hall, Ron Eydt Village and Village 1 residences and are to be returned to the proper areas there. Bringing cafeteria dishes onto the residences floors is not permitted and will result in sanctions. Inappropriate or disruptive behaviour in a University of Waterloo cafeteria or residence dining room is not permitted and may result in disciplinary action.

#### 11.8 Compliance with Laws

The following activities are prohibited in and around the room and residence: behaviour by the Student that (a) interferes with the rights of another individual(s) to the peaceful use and enjoyment of such individual's room or the common areas in residence; (b) creates a nuisance and/or disturbance to an individual or community; (c) endangers the safety and security of the Student or another individual(s), (d) compromises any personal or University of Waterloo property, (e) attacks the dignity/integrity of an individual, and/or (f) breaks the laws of the Province of Ontario or the laws of Canada applicable therein.

#### 11.9 Interactions with staff

Campus Housing staff work towards creating a safe and healthy environment conducive to learning. It is expected that all residents, guests of residents, and support persons, interact with Campus Housing staff respectfully. Verbal or physical harassment, abuse, or bullying towards any Campus Housing staff will not be tolerated. As per the University of Waterloo's Policy 33 and Policy 34, the University is committed to the health and safety of its employees. Campus Housing staff reserve the right to end an interaction if there are concerns or threats for physical or verbal harassment or abuse. Residence contract holders are responsible for the behaviour and conduct of themselves, their guests or support persons interacting with Campus Housing staff. In situations involving aggressive or threatening behaviour, Campus Housing staff will call Special Constable Services to support those involved.

# 12.0 Safety and Security

#### 12.1 Compliance

It is important that students behave responsibly and do not compromise their own safety or endanger the health and safety of others. Students and guests are expected to exercise care and good judgment with regard to their own personal safety and the safety of others. The Residence Life Co-ordinator and the Office of Residence Life, on behalf of the University of Waterloo, reserves the right to determine what constitutes unsafe practices in its sole and unfettered discretion.

Residents shall comply with instructions given by the residence staff, Special Constable Services and other people in authority within residence. Residents shall accurately identify themselves if requested to do so. While our staff attempts to secure the physical access of the residences, please remember that you are responsible for making good choices for your own personal safety.

When asked to do so, students shall honestly identify themselves and their guests to all Residence staff, Special Constable Services, Security, and the Region of Waterloo Police Service and any other authority figure.

Residents may be required to meet with Residence Life Staff to discuss incidents in residence. If a resident prefers, a resident may bring one individual support person to a meeting, however the support person is not a contract-holder.

#### 12.2 Access to residence rooms

Residents must ensure that all floor doors are firmly closed and locked at all times. Entering another student's room without permission or disturbing another resident's property is prohibited. Unauthorized entry into any Waterloo storeroom, office, cafeteria, attic etc., is strictly prohibited.

Residents must not prop doors open. You must not open doors for people or allow people into residence if they are not personally known to you. By allowing another individual into residence you are assuming responsibility for their behaviour and all consequences as a result, financial or otherwise. All suspicious people and behaviour should be reported to a Don and/or <a href="Special Constable Service">Special Constable Service</a> at 519-888-4911.

#### 12.3 Fire safety

When notified of fire or other emergencies in the building, all students must immediately evacuate the building and remain outside until permission to re-enter has been granted by Waterloo personnel. Failure to do so is a major infraction of the law. Students will be assigned a minimum \$100 fine, and additional sanctions, for failing to comply with fire safety protocols. If a student sees a fire, they should immediately pull the fire alarm and vacate the building. The discharging, tampering with or operating of any fire prevention or detection apparatus for any purpose other than the control of fire is strictly prohibited.

When vacating the building, residents must evacuate the building in a calm and orderly fashion. Elevators should not be used when evacuating the building; always use the stairs. When evacuating the building, use the closest exit. If the exit is blocked, find an alternative exit. If time

permits, close all windows tightly before leaving the building. Ensure that you are aware of the location of the fire alarms and the exits, and the fire procedures.

Any student found to be in breach of the fire safety regulations can expect to incur sanctions at the discretion of the Residence Life Co-ordinator, including, but not limited to, a fine of not less than \$100 for a first offense and eviction for any subsequent offenses.

#### 12.4 Cooking/Appliances

Cooking food in any resident's bedroom is not permitted. All electrical cooking appliances (e.g. toasters, hot plates, microwaves), are to be stored in areas with approved kitchen facilities. Automatic shut-off coffee makers or kettles are permitted in residence rooms. Residents are prohibited from having barbeques or fires on residence property.

Lighting/burning candles, incense, or oil lamps, or any appliance requiring combustible fuel is not permitted in any residence. Any student required to light or burn candles/incense based on religious grounds must meet with a Residence Life Co-ordinator to identify an accommodation.

Extension cords are not allowed in residence, as they can easily be misused and pose a major fire risk. If using a space heater, it's mandatory that this is equipped with an auto shut off, is CSA approved for electrical use and is in good condition. Do not overload electrical outlets.

#### 12.5 Storage

Residents are not permitted to keep bicycles or large personal items in any stairwell, hallway, or common areas in residence. Many buildings have access to a Bicycle Room; for more information, visit a front desk.

#### 12.6 Electrical equipment

Residents must use only CSA, UL-approved or Canadian-certified electrical equipment; the rated wattage of light fixtures must never be exceeded; and only replacement bulbs supplied by Waterloo maintenance staff may be used.

Do not leave any unattended electrical equipment turned on (i.e. hair straighteners, lights etc.). Residents are not permitted to set up video surveillance camera(s).

#### 12.7 Weapons and physical violence

Firecrackers, firearms, weapons, or any object the Residence Life Co-ordinator considers dangerous to the health and/or wellbeing of fellow residents, are strictly prohibited. Physical violence of any kind is not tolerated and will be dealt with severely, up to and including immediate eviction.

#### 12.8 Dangerous behaviour

Residents must refrain from dangerous behaviour (i.e. sitting on window sills, being on the roof of any residence, throwing or dropping items from windows). Removing window screens is dangerous and prohibited. Cable should not be run between rooms. Pranks of any kind are deemed a threat to safety and security of other residents and are therefore prohibited. A breach of Section 12.8 shall constitute grounds for immediate eviction.

#### 12.9 Stolen property

Residents must refrain from using another student's property without prior permission. Stolen property is not permitted in residence (i.e. shopping cart, road signs).

#### 12.10 Harassment and abuse

Freedom from bodily harm, sexual assault, domestic violence, threats, harassment, or damage to personal property by others is a legislated right. Any resident who denies another resident or staff member of those rights will be in breach of the residence contract and may face criminal charges. Complaints or inquiries regarding these issues can be made to the Don, Residence Life Co-ordinator, or the Human Rights, Equity and Inclusion Office.

#### 12.11 Alcohol

Residents who choose to consume alcohol while on University of Waterloo property are expected to do so safely in a manner that respects the wellbeing and legal obligation of the University of Waterloo and its members. Residents must be of legal drinking age (19 years of age), as defined by Ontario law, in order to consume alcohol and/or have alcohol consumed in their residence room or suite. In residence, the consumption of alcoholic beverages is restricted to the bedrooms and suites. Open alcoholic beverages are not permitted in hallways, common areas or outside of residence buildings. Glass bottles are discouraged.

Any person who serves an alcoholic beverage to - or purchases an alcoholic beverage for - any person under the age of 19 is in violation of the law. Students participating in underage drinking or buying alcohol for minors will be subject to sanctions, at the discretion of the Residence Life Co-ordinator, including, without limitation, eviction. If you serve any person an excessive amount of alcohol, regardless of his or her age, you can be held legally liable should such person sustain injury.

If a resident fails to maintain a responsible level of alcohol consumption, or breaches this policy, the Residence Life staff may intervene. Residence Life staff reserves the right to contact Emergency Services if they feel that a resident or guest has overconsumed, and their wellbeing is in question. Any costs associated with this (ambulance fees, for instance) are the responsibility of the individual. In addition, the Residence Life Co-ordinator may impose conditions to address the behaviour, including, but not limited to:

- · A meeting with Residence Life Staff
- Notice of behaviour
- · Completion of an educational sanction
- Privilege restrictions
- Eviction

#### 12.12 Drinking games

Drinking games and the use of instruments and paraphernalia used in unsafe drinking practices (i.e. funnels) to maximize or accelerate the consumption of alcohol are prohibited in all areas of residence. Brewing alcoholic beverages in residence and/or bringing containers of alcoholic beverages for mass consumption (i.e. kegs) into residence is prohibited. Parties held without sanction by Residence Life staff are prohibited.

#### 12.13 Drugs

Groups and individuals are required to comply with all applicable federal, provincial and municipal legislation and the University of Waterloo's policies, including but not limited to policies regarding smoking and cannabis. The University's Tobacco and Smoke-Free Policy prohibits smoking and vaping, including smoking or vaping cannabis, and the use of any tobacco products on the University of Waterloo Campus. Per University of Waterloo's Policy 29, the University prohibits the smoking or vaporizing of cannabis on University property, except for the purposes of medicinal use and/or requests protected under the Ontario Human Rights Code (i.e. religion/creed) by contacting AccessAbility Services for students and Occupational Health for employees. Residents must be of legal drinking age (19 years of age), as defined by Ontario law, in order to consume cannabis and/or have cannabis in their residence room or suite.

Students in residence are prohibited from trafficking, possessing, using, or consuming any illegal drug substance in residence or surrounding property. Individuals found to be involved in drug trafficking will be immediately evicted from residence or surrounding property and may face charges under the Criminal Code of Canada. Residence Life staff reserve the right to prohibit any abuse or excessive use of any substance (including but not limited to over-the-counter substances, prescription, or legal drugs) based on the effect to the residence community.

The possession or use of illegal drugs, being party to the consumption or use of illegal drugs by being willfully present during their use or consumption or return to residence under the influence of illegal drugs, constitutes cause for disciplinary action, up to and including eviction. If a resident breaches this policy, the Residence Life staff may intervene. Residence Life staff reserves the right to contact

Emergency Services if they feel that a resident's or guest's well-being is in question. Any costs associated with this are the responsibility of the individual. In addition, the Residence Life Coordinator may impose conditions to address the behaviour, including but not limited to:

- A meeting with Residence Life Staff
- A behavioural contract
- Completion of an educational sanction
- Privilege restrictions
- Eviction

#### 12.14 Smoking

Smoking and smoking related activities (including, but not limited to, vaping and e-cigarettes) are strictly prohibited in all residence buildings and immediate surrounding areas. Consideration for others must prevail at all times as per <a href="Policy 29">Policy 29</a>. Smoking in residence may result in a fine, notice of behaviour, or other sanctions as outlined below.

Groups and individuals are required to comply with all applicable federal, provincial and municipal legislation and the University of Waterloo's policies, including but not limited to policies regarding smoking and cannabis. The University's Tobacco and Smoke-Free Policy prohibits smoking and vaping, including smoking or vaping cannabis, and the use of any tobacco products on the University of Waterloo Campus.

The University may grant an exception to the prohibition on smoking in a building on University Property in certain limited circumstances, e.g. for traditional Indigenous cultural or spiritual smudging ceremonies. Employees or students may request accommodation on medical and/or other grounds protected under the Ontario Human Rights Code by contacting <a href="AccessAbility Services">AccessAbility Services</a> (for students) or <a href="Occupational Health">Occupational Health</a> (for employees).

#### 12.15 University liability

The University of Waterloo is not liable, directly or indirectly, for any loss of theft of personal property, or for damage or destruction of such property by fire, water, or other causes. As with any public area, all residents are responsible for obtaining personal property/content insurance.

The University of Waterloo and its governors, agents, employees, directors, trustees, officers and members shall not be liable for, and assume no responsibility whatsoever for injury to the Student or guests which occurs in the Student's assigned room or any other part of the residence as a result of the conduct of the Student, guests, or other students and their guests or otherwise, including, without limiting the generality of the foregoing, injuries arising from engaging, participating in, attending or watching a dangerous, careless or reckless activity or fights, contests, games, parties or sporting activities, or from assault, impairment, intoxication, consumption of alcohol, drugs, or harmful or banned substances, or as a result of delivery of alcohol to the residence, whether or not such delivery is permitted by or known to the University of Waterloo, or due to unauthorized entry into cafeteria kitchens or into any other areas of the residence that are not part of the living space in the residence, or arising from damage to or the unauthorized alteration, removal or disabling of any part of the residence, including its windows, doors, locks, railings, or safety or alarm devices, features and fixtures. The Student releases the University of Waterloo and its governors, agents, employees, directors, trustees, officers and members from any and all actions, claims or proceedings in connection therewith.

The University of Waterloo shall not be liable for the failure to provide accommodation in a room in residence which is contracted for herein when such failure is caused by fire, explosion, water, Acts of God, civil disobedience or disturbances, strikes or other labour interruptions, vandalism, war, riot, sabotage, pandemic or epidemic, failure of public utility services, governmental action or rules, or any other situations which are beyond the reasonable control of the University of Waterloo (collectively referred to herein as "Emergency" or "Emergencies").

In the event that the residence cannot open and/or must close for any such Emergency, the University of Waterloo will attempt to notify the Student in advance. The University of Waterloo is

not liable for any loss in any such Emergency and the Student agrees to release the University of Waterloo and its governors, agents, employees, directors, trustees, officers, and members from any such claim, action or proceeding relating to same. There shall be no compensation to the Student in any form whatsoever for loss, inconvenience or discomfort suffered as a result of Emergencies or other circumstances which are beyond the control of the University of Waterloo, and the University of Waterloo assumes no responsibility or obligation to find or provide alternative living arrangements for the Student in such circumstances.

In the event that the residence cannot open and/or must close due to the actions of third parties with respect to planned or unforeseen renovation or construction, which are beyond the control of the University of Waterloo but not an Emergency, the University of Waterloo will attempt to notify the Student in advance and will attempt, but is under no obligation, to provide substitute accommodation on- or off-campus.

#### 12.16 Emergency Contact

Each residence student shall provide the University of Waterloo with and shall allow the University of Waterloo to contact their emergency contact or next of kin, at the discretion of the University of Waterloo, in case of emergency or in cases where a resident's conduct represents a risk to the safety, security, and/or well-being of the resident or other community members, or where the resident is incapacitated, regardless of the resident's age.

In addition to the foregoing, if the Student requires emergency medical assistance, or emergency assistance of any sort, the Student agrees that the University of Waterloo has their irrevocable consent to contact the Student's emergency contact(s) or next of kin, if determined at the discretion of the University of Waterloo to be appropriate in the circumstances for the purposes of dealing with the emergency requiring the assistance.

If the Student's emergency contact(s) changes during the Term of residency, then the Student agrees to notify the University of Waterloo immediately.

# 13.0 Rules and regulations

#### 13.1 Enforcing the rules

Residence Life staff have the responsibility of enforcing residence rules, regulations, and the terms of the residence contract. When you accept your residence contract, you agree to abide by the direction and authority of Residence Life staff. Residence Life staff have the authority to apply sanctions against any resident who has violated the rules or who has undermined the authority of the Don or any other University of Waterloo employee. Sanctions are applied after careful consideration of what Campus Housing Staff determine is best for the student, best for the community, and best for the University of Waterloo.

#### 13.2 Resident responsibilities

Residents must comply with requests made by Campus Housing staff and University of Waterloo officials. These requests include those pertaining to established regulations, policies, guidelines, and COVID-19 Rules. They also include attending community and/or individual meetings. The conduct of residents is governed by this Agreement and other residence guidelines and directives issued by the University of Waterloo or through Campus Housing including, without limitation, University of Waterloo policies and procedures. Should your need for support and assistance exceed the resources available, or should you not actively participate in residence sanctions, you may be required to leave residence. You may also be required to leave residence if your behaviour gives rise to concerns for your own wellbeing, or the wellbeing of others in residence.

#### 13.3 Acceptable conduct

The expectation of acceptable conduct applies to the on-campus conduct of all residents and residence student organizations. The expectation of acceptable conduct also applies to off-campus conduct of residents and residence student organizations in direct connection with:

 Field trips, floor trips, committee organized events and University of Waterloo or residence coordinated volunteer work.

- 2. Any residence activity sponsored, conducted, or authorized by the University of Waterloo, their respective residence administration and/or student organizations.
- Any activity that causes (or was likely to cause) destruction of property belonging to the University of Waterloo, or causes (or was likely to cause) harm to the health and safety of members of the University of Waterloo community.

Any activity that brings the University of Waterloo, or the residence operations into disrepute.

#### 13.4 Sanctions

The residence reserves the right to determine appropriate sanctions even if the student withdraws from the residence, is no longer enrolled in classes, or subsequently fails to meet the definition of a student while a disciplinary matter is pending. Sanctions may include but are not limited to:

- 13.4.1 Fines
- 13.4.2 Community Service
- 13.4.3 Mediation
- 13.4.4 Educational Sanction
- 13.4.5 Notice of Behaviour
- 13.4.6 Relocation
- 13.4.7 Eviction

Students should be aware that unacceptable conduct within a residence community may result in sanctions or non-academic discipline. These could impact potential residency at any of the other residences of the University of Waterloo and the Federated University and Affiliated University Colleges.

#### 13.4.1 Fines

Fines are often issued for, but not limited to, tampering with fire safety equipment, and property damages. All fines are set at the discretion of the Campus Housing staff. Residence Life staff have the authority to issue floor/ community fines to all members when responsibility for behaviour and/or damage in the community is not assumed by the individual(s) responsible. If deemed appropriate, the Residence Life Co-ordinator will levy a fine in writing and the fine will be applied to your student account through Quest. Academic marks and other processes will be withheld until all fines have been paid.

#### 13.4.2 Community service

You may be requested to perform some form of community service within the residence facility.

#### 13.4.3 Mediation

In the event of ongoing community or roommate disputes, you may be requested to participate in a mandatory mediation facilitated by Residence Life staff in order to identify an appropriate resolution.

#### 13.4.4 Educational sanction

You may be asked to complete an educational activity and/or participate in a designated workshop or program.

#### 13.4.5 Notice of Behaviour

This is a written notice and summary of behaviour, incidents, and actions in residence during the contract period. A written notice is delivered to the Student and reviewed by themselves and Residence Life staff, and the expectations to continue living in residence are discussed and agreed upon. Following delivery of a Notice of Behaviour, any further residence violations may result in eviction.

#### 13.4.6 Relocation

We reserve the right to move you to a different residence at any time as a result of disturbance to the community and/or breach of this contract. Relocation may result in an additional charge and/or adjustment of fees depending on your new room type, location, and meal plan requirements.

#### 13.4.7 Eviction

Eviction is reserved for those residents who have seriously breached the expectations for living in residence and/or infringed on the comfort and/or safety of other residents; however, any breach of this contract can result in eviction.

#### 13.5 Legal proceedings

It must be emphasized that the University of Waterloo's system of non-academic discipline should not be regarded as a substitute for the civil or criminal law but rather as a complementary system. Students continue to be subject to provincial and federal laws while in residence, and violations of those laws may also constitute a violation of the definition of acceptable resident behaviour. In such instances, the residence administration may proceed with disciplinary action independently of any criminal proceeding involving the same conduct and may impose sanctions for inappropriate conduct even if such criminal proceeding is not yet resolved or is resolved in the student's favour.

#### 13.6 University discipline

Campus Housing may refer violations of any of these terms and conditions to Waterloo Police, appropriate University of Waterloo officials, and/or Residence Directors at the Federated University & Affiliated Colleges. This may result in further investigation and disciplinary action, including action under Waterloo Policy 71 (Student Discipline).

#### 13.7 Disciplinary appeals process

In order to appeal disciplinary action and/or eviction from residence, a student must submit a Notice of Appeal to the Assistant Director, Student Development and Residence Experience or their designate, within 10 working days of the action and/or eviction being appealed. Submission of a Notice of Appeal does not change or delay the disciplinary action in question and the student is expected to carry out the sanction that has been imposed. An outline of the appeal process and the Notice of Appeal are available from the Campus Housing website.

#### 13.8 Disclosure of Information

Staff who work in Residence are restricted from providing any private information regarding Students to third parties (including parents and/or guardians). Room numbers, addresses, phone numbers, account balances, student conduct history, grades, conformation of occupancy, etc., are all considered personal information under the Freedom of Information and Protection of Privacy Act (FIPPA), and cannot be released without a student's written permission (absent any applicable exemption under the FIPPA provisions together with sufficient evidence that the rights being exercised under such applicable exemption are not being used for personal objects that are not those of the Student).

#### 13.9 Relocation

We reserve the right to move you to a different residence at any time as a result of disturbance to the community, breach of this contract, and/or movement to better align residence assignments for the benefit of the overall Campus Housing community. Relocation may result in an additional charge and/or adjustment of fees depending on your new room type, location and meal plan requirements. You may also be relocated into a different residence building to promote physical distancing and individual space in response to Public Health concerns or emergencies.

# 14.0 People and services

#### 14.1 Residence Life

Residence Life Dons are upper-year students who have a passion for the student experience in residence. Dons live and work in your building. They plan and facilitate meetings and events to build community and are on call daily to provide after-hours support to students.

#### 14.2 Tutoring in Residence

Having trouble with an upcoming assignment? Help is never too far away thanks to the Tutoring in Residence program. In addition to regular tutoring hours, the program also offers midterm and final exam prep sessions.

#### 14.3 Desk Services

Who do you see if you've locked yourself out of your room, have a question, or just want to play pool? Your residence Front Desk Assistant (FDA). Typically, Ron Eydt Village, Village 1, and UW Place FDAs are on duty 24-hours a day, seven days a week. Columbia Lake Village and Mackenzie King Village FDAs are on duty from 8:00 a.m. to 12:00 a.m. (midnight), seven days a week. Locations and time of Residence Front Desks are subject to change. FDAs are a great starting point if you have questions or concerns about your residence or academic experiences and can point you in the right direction.

#### 14.4 Residence IT Service Desks

The Residence IT Service Desks are located in Village 1 and UW Place. The Residence IT Services Desks provide a number of free services to residents. Services include, but are not limited to:

- General troubleshooting.
- Wireless troubleshooting,
- Computer reformatting and operating system installation,
- Office 365 support.
- Malware removal,
- Data recovery.

#### 14.5 Residence Facilities

We know you're busy and while we expect all students to maintain basic cleanliness in residence, our hospitality staff consistently maintain cleaning and disinfecting in all public washrooms and kitchenettes, common lounges/studies, elevator lobbies, stairwells, and entranceways. If an item in your room needs repair, please contact your Residence Facility Co-ordinator email account.

#### 14.6 Occupancy and Marketing Services

Have questions about living on or off campus? The Campus Housing Services Office is here to help. Located in Ron Eydt Village, staff can provide details on special accommodation needs, Campus Housing applications, information on important deadlines, and residence tour requests.

The Student hereby confirms that they has received, read, and understands the residence contract, this Agreement and the University of Waterloo policies, regulations and procedures and agrees that the foregoing forms part of this Agreement, and the Student hereby agrees to comply with all of the foregoing. The University of Waterloo reserves the right to amend or make additional rules and regulations concerning the room and/or the residence, which shall form part of this Agreement and the Student hereby agrees to be bound by such amendments or additions. Any breach of any such policies shall be considered a breach of this Agreement.

Students who have not yet reached the age of eighteen years must have this Agreement signed by their parent or guardian. Students will not be permitted to move into Residence until they have completed and signed this Agreement.

# 15.0 COVID-19 Information & Communicable Disease

#### **COVID-19 Residence Policies**

On March 22, 2022, the University of Waterloo announced that it would suspend its mask and proof of vaccination requirements for entry to campus, effective May 1, 2022.

The University has implemented residence-specific health and safety protocols, rules and policies ("COVID-19 Residence Policies") in order to maintain the health and safety of everyone in the residence community. The COVID-19 Residence Policies are based on directives from the provincial government and public health authorities. The University of Waterloo will continue to follow the recommendations and guidance of these authorities and will update, modify, or revoke the COVID-19 ResidencePolicies, as needed, from time to time.

Without limiting the generality of the foregoing, at the discretion of the University of Waterloo may bring back or impose requirements for Residents to wear masks and provide proof of vaccination.

The University is committed to the prevention of illness and injury and strives to provide a safe work and study environment for its employees, students, and visitors. Although the University of Waterloo

is taking measures that align with guidance from health authorities and help create a healthier, safer, and supportive community environment, it takes a high degree of co-operation from everyone in the community to accomplish this goal and no one can ensure complete safety from sickness in a pandemic situation. Each resident has a responsibility to ensure that they act in a manner that contributes to and maintains a safe and healthy environment.

#### 15.1.2 Proof of Vaccination

In the event that the University of Waterloo brings back or imposes requirements for proof of vaccination, all students living in residence must provide proof of vaccination in advance of their residence move-in date, or upon request of the University of Waterloo, in a form acceptable to the University, as detailed in the <u>University of Waterloo vaccination requirement</u>.

#### 15.1.3 Requests for Accommodation

In the event that the University of Waterloo brings back or imposes requirements for proof of vaccination, individuals who cannot be fully vaccinated as a result of a medical condition or other ground protected by the Ontario Human Rights Code may request an accommodation.

Accommodation requests can be submitted using the Campus Check-In Proof of Vaccination survey, as detailed in the <u>University of Waterloo vaccination requirement</u>.

#### 15.1.4 Refusal to Get Vaccinated or Submit Proof of Vaccination

In the event that the University of Waterloo brings back or imposes requirements for proof of vaccination if you have not received your required vaccinations and have not been granted an exemption as the result of an accommodation, you will not be permitted to live in residence and your residence contract may be terminated.

#### 15.1.5 COVID-19 Testing

The University of Waterloo may at any time require you to take a COVID-19 test. The test may or may not be directly administered by the University. You hereby agree to participate in the test and reasonably cooperate with the University's testing instructions. You hereby consent to the disclosure of the test results to the University of Waterloo.

#### 15.2 Compliance with COVID-19 Residence Policies

Compliance with COVID-19 Residence Policies is mandatory. You should continue to follow these policies, as well as other measures consistent with general public health guidance and infection prevention and control measures.

- (i) In addition to other provisions in the Agreement with respect to termination, the University of Waterloo may revoke any offer of residence, deny entry to residence, terminate this Agreement immediately or take such other necessary or appropriate action if the University determines, in its sole and absolute discretion: it is prudent or necessary to do,
- (ii) For reasons of public health or student safety,
- (iii) You have not complied with, or are not in compliance with, the COVID-19 Residence Policies or any other University policies, procedures, or rules with respect to COVID-19 or health and safety.
- (iv) You have not complied with, or are not in compliance with, any applicable laws, regulations, or bylaws in relation to COVID-19, any applicable government or public health directives, rules, or guidance in relation to COVID-19 to which the University and its students are subject, or,
- (v) The University is required by law, order or directive to close one or more of its residences, to limit the number of persons residing in residence, or such other law, order or directive affecting the normal operation of its residences.

In such circumstances, the University will provide you with reasonable notice in the circumstances and either reduce your residence fees or refund you a prorated amount of any prepaid residence fees.

#### 15.3 Room Assignments, Fees and Adjustments

The University reserves the right to determine which residence buildings and rooms are available for occupancy, and to assign and reassign you to a residence room in order to comply with the COVID-19 measures. The University reserves the right to delay occupancy if necessary. The University may move you to a different room ordifferent residence at any time as a result of COVID-19 measures, or

for the benefit of the overall residence community, and in such case, this may result in an additional charge and/or adjustment of fees depending your new room type, location, and meal plan requirements.

If you have already accepted your offer for a room type that is no longer available for occupancy due to COVID-19 measures, you will be reassigned to another room type at no additional cost, even if that room type typically has higher fees. However, should the University re-open other residence buildings at a later time during the 2024-2025 academic year, you may choose to move to another such residence building or room type for which you had originally applied should it become available for occupancy. Should you select to remain in your current residence, your fees will be adjusted to the fees typically associated with that room type. If no room of any type is available in any residence due to COVID-19 measures, the University will use reasonable efforts to assist you in finding alternative accommodations, but the University is under no obligation to locate, secure, or pay for any such other alternative accommodation and may terminate the Agreement in accordance with its terms.

#### 15.4 Disclosure and Privacy

The University of Waterloo may, at any time, require you to disclose to the University your COVID-19 vaccination status and provide proof of vaccination status if you are vaccinated. You may also be required, at any time, to take a COVID-19 test and to disclose your results to the University. You agree to provide such information to the University upon the University's request and in a form acceptable to the University. Thispersonal information is collected under the authority of the *University of Waterloo Act*, 1972, and processed by Campus Housing for the purpose of operating University of Waterloo residences in compliance with the *Freedom of Information and Protection of Privacy Act* (FIPPA), R.S.O. 1990, c. F. 31 as amended; and in accordance with the University of Waterloo's policies, guidelines, and Notice of Collection, as may be amended from time to time. Questions about the collection, use, and disclosure of personal information by Campus Housing should be directed to <a href="https://no.ca.com/housing@uwaterloo.ca">housing@uwaterloo.ca</a>. General questions about information and privacy at the University should be directed tothe Privacy Officer at fippa@uwaterloo.ca.

#### 15.5 Masking

In the event that the University of Waterloo brings back or imposes requirements for masking, residents may be required to wear mask or face covering while in shared common spaces in residence. Shared common spaces are defined as: cafeterias and dining halls, hallways, lounges, central complex areas, study rooms, laundry rooms, and other areas shared by a variety of residents. The provisions of this section may be subject to change at the discretion of the University of Waterloo.

#### 15.6 Conflict

If there is a conflict between the provisions of Section 15 and other clauses of the Agreement, the provisions of this section will apply and take precedence.

#### 15.7 Relationship to Residence Contract

The University shall not be liable or be deemed to be in breach of the Agreement for any failure or delay in rendering performance arising out of: the continued spread of COVID-19; the governmental response or the ongoing governmental response to control the spread of COVID-19; and/or a decision by the University made, to control the spread of COVID-19, even if exceeding the then current specific government response or ongoing governmental response.

#### 15.8 Changes to the Residence Contract

This Agreement, the COVID-19 Residence Policies, and other University policies and procedures may be changed, modified or revoked from time to time by the University of Waterloo, in its sole and absolute discretion, without advance notice to you in order to respond to evolving circumstances related to COVID-19, including, without limitation, changes resulting from the government guidance and responses, public health directives, and to University policies and procedures. You agree to comply with all further amendments. Please note our typical array of amenities and services may be temporarilyadjusted due to health and safety directives.

# 16.0 Additional information

#### 16.1 Contact information

University of Waterloo 200 University Avenue West Waterloo, ON

519-888-4567, ext. 32679 Fax: 519-746-8152

housing@uwaterloo.ca

https://uwaterloo.ca/campus-housing/

#### 16.2 Links for more information

**Campus Housing** 

Off Campus Housing

Visiting the campus

Meal Plans

Waterloo Important Dates Calendar

Waterloo Policies and Regulations

Ontario Human Rights Commission

Canadian Charter of Rights and Freedoms

Policy 29 – Smoking

Policy 33 - Ethical Behaviour

Policy 42 – Prevention of and Response to Sexual Violence

Policy 70 - Student Petitions and Grievances

Policy 71 – Student Discipline

Policy 72 - Student Appeals