

**2019/2020**

**Residence Contract & Community Standards**

**Renison University College**



AFFILIATED WITH THE UNIVERSITY OF WATERLOO

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## Section 1: Residence Contract Terms and Conditions

The Residence Contract Terms and Conditions (“Contract”) is between Renison University College (“Renison”) and the applicant or the applicant’s legal guardian (“Resident” or “you” or “your” or other similar expressions).

### 1.1. LEGAL CONTRACT:

This is a legal contract and is binding only when:

- (a) The Resident or legal guardian has accepted this contract by placing a check mark in the box beside “I have opened, read, understood and agree to the enclosed contract terms and conditions file” in the Residence Application Portal (eRezLife) and clicking or otherwise choosing continue; **and**
- (b) The Resident has received an offer from Renison detailing the specific terms of their acceptance into residence (the “Residence Offer”); **and**
- (c) The Renison Residence Office has received the required deposit in immediately available funds by the acceptance deadline detailed in the Residence Offer; **and**
- (d) The Resident is enrolled to be a full-time student at the University of Waterloo or Renison University College at the time of accepting the Residence Offer.

Upon the occurrence of the forgoing this contract shall be binding upon Renison and the Resident. Renison and the Resident hereby agree to the subsequent terms and conditions.

1.2. TERM: The term of this Contract is as stated in the Residence Offer. It confirms your space in residence at Renison (the “Resident Accommodation”) for one of the following term combinations as set out in the Residence Offer:

- (a) Two academic terms - Fall 2019\* and Winter 2020\*; or
- (b) Two academic terms – Fall 2019\* and Spring 2020\*; or
- (c) One academic term, either Winter 2020\* or Spring 2020\* only;; or
- (d) A partial academic term.

The term of this contract and the occupancy period commences on the date to be specified by Renison in the Residence Offer or other communication from Renison to the Resident prior to the first day of lectures during the relevant academic term (the “Commencement Date”) and ends on the date that is 24 hours following the Resident’s final exam during the relevant academic term detailed in the Residence Offer (the “Expiry Date”).

The term may commence before the term set out in the Residence Offer at the sole discretion of Renison and you accept that all terms and conditions in this contract apply from the moment Renison grants you access to a room. You may be charged additional fees for room occupancy outside the term periods set by Renison in the Residence Offer. This contract does not guarantee an extension of the term or an agreement for the next academic session or year.

The Resident must notify Renison in writing on or before the Commencement Date if the Resident will be moving into the Residence Accommodation after the first day of lectures during the relevant academic term at the start of the occupancy period. Failing such notification and/or failing acceptance of the rationale for the late move-in by Renison, Renison may, at its option, terminate this contract in accordance with Section 1.7 of this contract.

1.3. CONTRACT ASSIGNMENT: This contract is not assignable by the Resident and is personal to the Resident. The Resident shall not part with or share possession of the Resident Accommodation, except as expressly permitted by this contract. Except as set out above, the rights and liabilities of the parties shall ensure to the benefit of their respective heirs, executors, administrators, successors and assigns.

1.4. STUDENT STATUS: You agree that to occupy a room in residence, you must maintain full-time student status throughout the duration of this Agreement. You agree to immediately notify Renison if there is a change in your student status.

1.5. FEES: You agree to pay, according to the dates specified in your Residence Offer, the Contract and the Community Standards:

- (a) the residence deposit;
- (b) all residence fees, including but not limited to administrative fees; and
- (c) any other amount charged by Renison associated to your room occupancy.

You also agree to pay any additional costs charged to you in the instance of a breach of this Contract or the Community Standards.

All payments are to be made payable to “Renison University College”. The Residence fees payable by the Resident to Renison are as outlined in the Residence Offer and can be found at the following link: <https://uwaterloo.ca/renison/residence/fees-contracts-forms>. Residence fees are presently split 60% - Fall term, 40% - second term and shall be paid in full by the Resident to Renison on or prior to the fee payment dates outlined in the University of Waterloo Calendar: <https://uwaterloo.ca/quest/undergraduate-students/important-dates>. Residence fees shall be paid by the Resident without any deduction, abatement or set-off whatsoever.

If you choose to vacate your room at Renison before the end of your contract term without the approval of the Assistant Director, Housing and Student Life, you continue to be responsible for fees associated to the remainder of the contract period as specified in the Residence Offer and the Contract. Renison reserves the right to assign all amounts paid in advance (including, but not limited to, academic fees) towards this debt. Renison may issue a refund for a portion of your residence fees if another full-time University of Waterloo student replaces you.

1.6. OUTSTANDING DEBT: Renison reserves the right to place a Housing Service Indicator on the Resident’s University of Waterloo Quest account for any unpaid fees, resident fines, lost

keys, and damages. The Housing Service Indicator limits the Resident's ability to enroll in classes, withdraw from classes, view transcripts, and other University of Waterloo privileges.

1.7. TERMINATION OF CONTRACT BY RENISON: The Assistant Director, Housing and Student Life ("Assistant Director") may, at his/her own discretion, terminate your Contract should one of the following occur:

- (a) you have not maintained your full-time student status or you are no longer a University of Waterloo student;
- (b) you failed to comply with this Contract, the Community Standards, any Renison or University of Waterloo rule, regulation, policy or procedure;
- (c) you have abandoned the Residence Accommodation;
- (d) you did not move in to the Resident Accommodation on or prior to the first day of lectures during the relevant academic term at the start of the occupancy period;
- (e) you did not pay the residence fees or other amounts owing to Renison before or on the deadline set by Renison for payment;
- (f) you neglect your personal hygiene or neglect to clean your room/unit to reasonable standards, making it difficult for others to share your room/unit or for general maintenance to be done;
- (g) the Residence Accommodation is deemed unavailable or uninhabitable due to any reason including but not limited to fire damage, flooding, urgent maintenance; or
- (h) the Assistant Director, Housing and Student Life believes that termination would be in the best interest of the Resident or the Renison and the University of Waterloo community.

Renison may inform appropriate University of Waterloo partners of the termination, including but not limited to, the Safety Office. In case of termination for reasons (a), (b), (c), (d), (e); (f) or (h), you are responsible for payment of the residence fees until the end of the Contract and/or for payments of all costs associated with the termination including but not limited to costs for lock change, room/unit cleaning and any repairs due to damages in your room/unit or in common areas. In the event that Renison is able to secure an approved University of Waterloo student to assume the Resident Accommodation following termination of this contract for the balance of the occupancy period, Renison will refund or deduct from the balance of the residence fees payable by the Residence in accordance with the above, as the case may be, the amount received on account of residence fees from the replacement student, subject to an administrative fee of \$500.00 which shall be paid by the Resident to Renison upon demand or will be deducted by Renison from any residence fees refundable to the Resident.

Renison may re-enter and re-possess the Resident Accommodation and remove all persons and property located therein, past the departure date established by the Assistant Director, Housing and Student Life.

In the case of termination for reason (g), Renison will issue a refund equal to the remaining period of the Residence Offer and Contract. You agree that the University will have no further obligation.

1.8. **RELEASE FROM CONTRACT:** Residents who have had their contract terminated by Renison based on the following breaches listed below may have their request for release from the Contract considered by the Assistant Director, Housing and Student Life. To do so, you must submit the request in writing to the Assistant Director, Housing and Student Life. Such requests are considered on a case-by-case basis, and supporting documentation must be included.

- (a) **Transferring/Non-registration:** If the Resident will not be enrolled with the University of Waterloo during a term of the expected occupancy period, the Resident must submit an application with supporting documentation for release from their faculty of registration.
- (b) **Academic dismissal:** If, as a result of academic performance during an academic term, the Resident is dismissed from the University of Waterloo, he or she must submit a University of Waterloo Withdrawal Form from their faculty of registration.
- (c) **Medical:** If there is a change in a Resident's medical condition that would affect his or her ability to remain in residence, the Resident must submit documentation from an appropriate medical professional stating the diagnosis and the reason why release from the contract is required.

Upon reviewing the situation, the Assistant Director, Housing and Student Life will notify the Resident in writing of a decision. If the request for release is denied, the Resident will be responsible for all residence fees for the balance of the occupancy period, whether or not he or she continues to live in residence. If the request is approved, the student will be responsible for Residence Accommodation, including meal fees up to the date the request was approved and/or the student vacates, whichever is later. Checking out or moving out of the facility without an approved release request will not release a student from his or her financial obligations under the contract. All approved cancellations of contracts are subject to a \$500 administration fee.

1.9. **RESPONSIBILITY TO VACATE UPON TERMINATION:** Upon termination of this contract, you must vacate the Residence Accommodation. All keys and fobs to Renison must be returned to the Housing and Student Life department before your departure. Failure to do so will result in additional fees charged to you equal to the amount of replacing the missing keys and/or fobs, or changing the lock altogether.

Upon departing from Renison, your Residence Accommodation should be empty of your personal belongings; the furniture should be in the same configuration as when you took possession of the room; it should be clean; and deemed as in good condition. Inspections of the Residence Accommodation will be completed prior to your arrival and upon your departure to document changes in the room condition. Fees associated to repairing damages, replacing furniture and cleaning the room for you may be charged to your Quest account as a result of this inspection. If the Resident fails to leave the Residence Accommodation by the specified date,

Renison reserves the right to enter the room, expel the occupants, and empty the room of personal belongings, at the Resident's cost. Personal property abandoned in the room past the expiry date will be thrown away or recycled. Renison does not accept responsibility, financial or otherwise, of abandoned personal belongings. The Resident will be responsible to pay all expenses associated to the removal and disposal of these abandoned personal items.

1.10. CONDUCT IN RESIDENCE: The Residence Contract Terms and Conditions, the Community Standards, as well as any other Renison University College or University of Waterloo rule, regulation, policy or procedure, form an integral part of this Contract. Any violation will be dealt with according to the disciplinary procedure, the appropriate Renison or the University of Waterloo policy or the applicable law. Your Contract will not be renewed if you do not abide by the current Residence Contract Terms and Conditions, the Community Standards, Renison and the University of Waterloo rules, regulations, policies or procedures. The fees incurred by a breach of this Contract or the Community Standards, including for interventions and investigations carried out by Renison or the University of Waterloo will be charged to the resident at fault. You shall not carry on, or permit to be carried on, any illegal act or any act that may impair the safety or other legal right, privilege or interest of any other Renison University College community member. Upon request, you shall cease and desist any conduct or activity giving rise to noise, interference or nuisance.

1.11. REASONABLE ENJOYMENT: You and your guests and/or visitors shall not do anything on the Renison premises that, in the opinion of the Assistant Director, interferes with the reasonable enjoyment of the Renison facilities by other Renison community members. You also agree not to do anything to impair or interfere with the safety or lawful rights, privileges or interests of Renison University College and its community members.

1.12. CONDUCT ACKNOWLEDGEMENT AND AGREEMENT: Should there be evidence or reasonable doubt that a resident may pose a risk of harming themselves and/or others, the Assistant Director reserves the right to terminate the residence Contract. A partial or a complete refund of residence fees may be issued at the discretion of the Assistant Director. In less severe cases, a safety plan mitigating the risk of self harm and/or harming others to the satisfaction of the Assistant Director will be developed with the assistance of a Student Services Counsellor. It will include, among other requirements, a conduct agreement with Renison regarding the utilization of appropriate supports. Failure to adhere to the safety plan may result in the termination of the Contract. Furthermore, if a Resident requires more support than is possible to provide by Renison for safeguarding of the Resident, Renison reserves the right to terminate the Contract.

1.13. ROOM CHANGE AND ASSIGNMENT: Room changes are only possible if a suitable roommate match can be found elsewhere at Renison. Changes are made on a case-by-case basis, at the discretion of the Assistant Director. Room changes must first be discussed with your Don and all decisions are made to suit the best interests of all parties involved. Renison reserves the right to impose a room change if it is deemed to be in the best interests of the residence

community. During an emergency, Renison may temporarily change your Residence Accommodation, depending on room availability until the issue is resolved. Renison will not offer residence fee adjustments or any form of compensation (financial or other).

In order to avoid vacant beds, Renison reserves the right to consolidate vacancies. This consolidation process includes the possibility of a relocation within Renison or someone moving into a vacant bed in your room.

You will be held responsible for the cost of a vacancy if your behaviour makes it impossible to assign another Resident to your unit or for your replacement if your Contract is terminated. Such behaviours include but is not limited to:

- (a) the cleanliness of the Residence Accommodation;
- (b) the personal hygiene of the Resident;
- (c) the creation of an antagonistic atmosphere;
- (d) the creation of a security issue; and
- (e) the theft of the roommate's belongings.

Until Renison can successfully assign a new roommate, you will continue being financially responsible for the vacancy, or Renison may terminate your Contract.

**1.14. SPECIAL ACCOMMODATIONS:** If you require special accommodation due to a disability or a medical condition, please contact AccessAbility Services (519-888-4567 ext. 35082 or [uwaterloo.ca/disability-services](http://uwaterloo.ca/disability-services)) to discuss and provide documentation for the adaptive measures required. Additionally, service and comfort animals must be registered with AccessAbility Services. Based on AccessAbility Services' recommendations, Renison will do its best to find a suitable Residence Accommodation for you. If possible, please give us prior notice to best serve you.

If you require a longer bed due to your height, please notify Renison in advance in order to assign you to a room with a longer bed.

Other special requests, not associated to the aforementioned, will be considered on a case-by-case basis and availability. Please contact us to make a request.

**1.15. GUESTS AND COHABITATION:** As a resident of Renison University College, you are welcome to have guests and visitors in residence. If staying past 10:30 p.m., they must be signed in with your Don (with photo identification). You may sign in up to two (2) guests at a time. Guests are permitted to stay overnight in residence up to a maximum of three (3) consecutive nights per month. In total, overnight guests are permitted a total of seven (7) overnight visits per month. If a Resident exceeds these limits they may be found to be "cohabitating" with someone else, meaning the Resident is sharing their Residence Accommodation with someone else which is not permitted at Renison. If a Resident is found cohabitating with someone else, the Resident risks the termination of the Contract and/or paying significant fees. In order to ensure a safe and respectful community, Renison reserves the right to limit guest privileges and add further restrictions if necessary.

For the purpose of ensuring everyone's safety at Renison, individuals who don't reside at Renison must be with the Resident hosting them at all times. Renison reserves the right to ask a non-resident to vacate the property if they are unaccompanied by a resident or are disrupting the community. You are responsible for your guests' actions, meaning that your guest must abide by Contract, the Community Standards, Renison and the University of Waterloo rules, regulations, policies or procedures. Note that hosting a gathering or being present with non-residents means that you are deemed a host. If you notice a person acting suspiciously, you should notify a Don, Peer Leader or Campus Police to have this person removed.

1.16. **CONDITION OF ROOM/INSPECTION/MAINTENANCE:** You are responsible for keeping your Residence Accommodation in the same condition as when you took possession of the room. You should not leave any marks on the wall and ceiling, including but not limited to scratches, areas without paint, holes, and markings, graffiti, and different paint colors. This means you should not use any permanent device to fasten items to the wall or ceiling, such as hooks. You must not hang items from the ceiling.

Your Residence Accommodation and common areas must be kept clean and in good condition. Renison will inspect your room and the common areas regularly. You may be charged the cleaning cost incurred or other types of penalties may be imposed, should these areas (i.e. room, unit or residence common areas) be in an unsatisfactory state of cleanliness. Cleaning supplies are provided for this purpose and inspections by residence and maintenance staff will take place. Upon departure from residence, ensure your residence accommodation is empty of your belongings and clean. In the case of damage or lost items (belonging to Renison) in the Residence Accommodation which is beyond normal wear and tear, you will be held financially responsible for repairs or replacement of items.

Renison, its servants, agents and contractors shall be entitled to enter the Resident Accommodation at any time without notice for making emergency repairs or inspections, and during the hours 9 a.m. - 5 p.m. on weekdays, on reasonable prior written notice, for the purpose of inspecting and making repairs, alterations or improvements. Employees completing inspections or doing work systematically lock all doors when they leave your rooms/units. Renison encourages you to report damages to your room in a timely manner.

According to the Ontario Fire Code (clause 6.3.3.4.), "No person shall intentionally disable a smoke alarm so as to make it inoperable." Fines and penalties will be applied to you, if you tamper with fire equipment. You will not keep your room at a temperature lower than 15 degrees Celsius.

1.17. **STORAGE / APPLIANCES / PERSONAL ITEMS:** Renison has limited storage space and may not be able to accommodate requests to store items for you. You are responsible for moving and finding a storage space for your belongings upon the termination of your Contract.

If you bring additional furnishings (chair, clothes racks, etc.), you are expected to also keep the furnishings provided to you in your Residence Accommodation. You may furnish your residence accommodation with a refrigerator no larger than 3.6 cubic feet. Air conditioners as well as heat generating devices like microwaves, toasters, space heaters and hotplates are not permitted in the room. Apart from automatic shut-off kettles, you are not permitted to cook or prepare food in your Residence Accommodation. Your electrical appliances must be ULC or CSA approved.

Renison is not responsible for losses of or damages to your personal item due to any circumstance including but not limited to theft, fire or flood. You are encouraged to purchase tenant/renter's insurance, which will cover loss of personal items and liability concerning your occupancy. You are responsible for keeping water and food supplies for yourself in case of a disaster. You are not permitted items that may cause a safety hazard or cause damages to Renison. Some of these items include objects with an open flame, heaters, flammable decorations, fish tanks and so on. Renison reserves the right to prohibit more items at any time during your occupancy. Skateboards, rollerblades and other similar items cannot be used at Renison. You must place bicycles and hockey bags in designated areas. You cannot hoard objects to the point of creating unsanitary or dangerous room conditions. You will be charged for the removal of said items.

**1.18. USE OF RESIDENCE ACCOMMODATION:** To ensure your safety and prevent theft, you are encouraged to lock your bedroom door at all times. You must not let other individuals use your room while you are absent or use the unit for any other purpose than as a student residence room. Windows in residence rooms and common rooms must be unobstructed and used properly. You cannot throw objects out of any window at Renison. Areas such as hallways, entrances, elevators and stairways must not be: (1) obstructed, (2) used for loitering or (3) any other purpose that would reduce circulation of individuals. For safety reasons, hallway and common area doors must remain closed. Close windows completely when you leave the Residence Accommodation in the winter. This is particularly critical during the Winter breaks, such as Christmas and the Winter Reading Week, as a lower room temperature can cause water pipes to break and flood residence. You will be held financially responsible for damages caused by leaving a window open.

**1.19. DUTY TO REPORT DAMAGE:** You must report damage to the property to a person of authority or risk penalties and fines. In particular, safety hazards including but limited to a hazardous spill, water or gas leak and electrical problem must be notified to Renison and / or Campus Police. You are also encouraged to report the following issues as soon as possible: problems plumbing, electrical, heating, ventilation systems, and the presence of insects or parasites.

**1.20. GARBAGE DISPOSAL/RECYCLING/COMPOSTING:** You are required to dispose of garbage, recycling and composting regularly from your Residence Accommodation. This entails using tied garbage bags and placing them in the areas designated by Renison. Failure to dispose of waste properly may result in a fine.

1.21. KEYS/FOBS: Upon taking possession of your Residence Accommodation, you will be assigned keys and fobs to access the building, your unit and the bike shed. You are responsible for the safekeeping of your keys, meaning that you are required to keep your keys on your person at all times and are not permitted to lend them to another individual. You must also return these keys/fobs to Renison when you depart from Renison at the end of your Occupancy Period. If you lose or misplace your keys, you are required to notify a person of authority in order to deactivate the old fobs, get a new set of keys/fobs and possibly have the room door lock changed. The cost of the service is currently \$340 (subject to change) and will be charged to you, payable upon issuance of new keys/fobs. This \$340 service will also be charged to your Quest account if you forget to return your keys at the end of your Contract. You are not permitted to change your lock or duplicate your room key. Charges and fines will be placed on your Quest account to change back to the lock.

1.22. VACATION PERIODS: Renison remains open during Thanksgiving, the Fall and Winter reading weeks, and Easter weekend. Renison is closed between the Fall and Winter terms, between the Winter and Spring terms and between the Spring and Fall terms. You are required to vacate residence on or prior to these period dates. You are encouraged to take valuable items with you during vacation periods, as you will not have access to these when residence is closed. If you are leaving for a co-op term, you must take all of your belongings with you. You shall unplug all electronic devices, dispose of all garbage and recycling, and lock all windows and doors prior to your departure.

1.23. POSTING AND SOLICITATION: You are required to obtain written approval from the Assistant Director to post any material in Renison for the distribution of publicity, solicitation or promotional items. You are not permitted to use your room or Renison to: canvass or solicit business; sell or rent services or goods or; for storage purposes. Renison reserves the right to remove offensive, non-inclusive or inappropriate postings anywhere within its property.

1.24. INFORMATION AND CONFIDENTIALITY: Renison is committed to protecting the privacy of personal information. To view our privacy policies and initiatives, refer to the Privacy Policy web page (<https://uwaterloo.ca/support/privacy-policy>). This information is subject to change without further notice.

Parents and Guardians: Renison; the Assistant Director, Housing and Student Life; or his/her representative reserve the right to contact your parent(s) or guardian(s) and provide them with relevant information if your behavior or health concerns them.

Service Providers: When necessary, selected personal information is provided to our service providers including but not limited to Student Services Counsellors, food services, maintenance services and data management systems.

1.25. MANDATORY MEAL PLAN: The meal plan is part of the Resident's Contract with Renison and is included in the fees charged to the Resident. There is no possibility for the Resident to opt out of the meal plan.

1.26. DELAY IN SERVICE DUE TO EXTENUATING CIRCUMSTANCES: Should Renison be delayed, hindered or prevented from providing the Resident Accommodation to the Resident or any other service; or facility set out in this contract by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, insured peril, inclement weather or any other cause beyond its reasonable care and control, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay.

1.27. COMMUNICATION WITH RESIDENT: Any notice or other communication from Renison to the Resident hereunder may be sent by to the Resident's University of Waterloo email; delivered to the Resident's Renison mailbox; or sent by mail to the Resident's address. Any such notice or other communication so e-mailed, delivered or sent shall be deemed to have been given or made and received on the date of e-mailing of the same or delivery of the same or on the third business day following the mailing of same, as the case may be.

1.28. ONTARIO TAX CREDIT: Occupancy Cost Living in a designated university student residence in Ontario, you may claim only \$25 as your occupancy cost and not the full amount of residence fees paid when you file your income tax return. No official receipt is required for this claim.

1.29. CONTRACT INTEGRITY: There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this contract, save as expressly set out or incorporated by reference herein and this contract constitutes the entire agreement duly executed by the parties.

1.30. NOISE DUE TO CONSTRUCTION: On occasion, construction and maintenance projects in and around Renison may cause noise during daytime hours. Renison will not compensate or provide accommodation for complainants.

Notes:

\*Academic term dates are specifically identified in the University of Waterloo Calendar.

## Section 2: Community Standards

The Community Standards include your Rights and Responsibilities; the Code of Conduct, the Disciplinary Procedures and the Appeal Process. The Community Standards is between Renison University College (“Renison”) and the applicant (the “Resident” or “you” or “your” or other similar expressions).

### 2.1. RIGHTS AND RESPONSIBILITIES

As a resident at Renison University College, you have rights and responsibilities and it is important for you to know and maintain these.

2.1.1. ACCESS TO ACCOMMODATION: You have the right to access your Residence Accommodation during the occupancy period stated in the Residence Offer and Contract. Your Residence Accommodation will not be accessible during periods that Renison is closed, such as the break between the Fall and Winter terms.

2.1.2. ROOM USE: You have a right to use your Residence Accommodation for regular activities, such as sleep, study and socializing. Irregular activities may not be permitted if determined to be illegal, counter to the Community Standards or disruptive to other residents.

2.1.3. CONFIDENTIALITY: You have the right confidentiality. Renison is bound by the Ontario Freedom of Information and Protection of Privacy Act (FIPPA) to keep your personal information private. If you would like a Renison employee to share confidential information with parents, legal guardians or others, the Resident will need to fill out a Third-Party Authorisation Form. In rare instances, where you are a minor; you are deemed at risk to harm yourself or others; or you went to the hospital for urgent care, Renison reserves the right to notify your parents, legal guardians and/or emergency contacts.

2.1.4. CLEAN ENVIRONMENT: You have the right to live in a clean and sanitary environment. You agree to regularly maintain the cleanliness of your Residence Accommodation. Free cleaning supplies can be borrowed from nearby maintenance closets. Renison also asks that you report issues with cleanliness to staff members in order to rectify problems as soon as possible.

2.1.5. REPORT ISSUES: You have the right and responsibility to report any issues or concerns about your Residence Accommodation that affects your ability to reasonably enjoy Renison. This includes but is not limited to the reporting of violations of the Community Standards, safety hazards, roommate conflicts, cleanliness issues and so on.

2.1.6. DISCRIMINATION FREE ENVIRONMENT: According to the Canadian Human Rights Act, you have the right to live in an environment free of discrimination based on “race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability or conviction for an offence for which a

pardon has been granted or in respect of which a record suspension has been ordered” (<https://laws-lois.justice.gc.ca/eng/acts/h-6/page-1.html>).

2.1.7. HARASSMENT FREE ENVIRONMENT: You have the right to live in an environment free of unwanted behaviours including, but not limited to harassment, bullying, hazing, jokes, and pranks.

2.1.8. FREEDOM OF SPEECH: Renison University College follows the University of Waterloo’s Policy 8, which pertains to freedom of speech. Please consult the following link for more information on Policy 8: <https://uwaterloo.ca/secretariat/policy-8-freedom-speech>.

2.1.9. COMPLIANCE WITH THE RESIDENCE AGREEMENT: You are obligated to read, acknowledge and abide by all the sections outlined in the Community Standards. Abiding by the Community Standards includes respecting the privacy, privileges and rights of all Renison community members, including guests, residents, staff members, and faculty members as well as the neighbouring communities. You must also cooperate with Renison staff members.

2.1.10. RESPONSIBLE FOR GUESTS: You accept complete responsibility for any guests that you are hosting at Renison. This means that you will be held accountable for any actions from your guests that violates the Community Standards. For safety reasons, you must be with your guests at all times, while you are hosting them at Renison.

2.1.11. RESPONSIBLE FOR YOURSELF: You are responsible for your safety, wellbeing and health. You must seek help and access resources in cases where your health is in jeopardy.

2.1.12. LOSS AND DAMAGE: You are responsible for any loss or damage caused by yourself or your guests at Renison. Loss or damage to your personal belongings should be covered by your tenant insurance.

2.1.13. ROOM ENTRY: You allow Renison or University of Waterloo staff to enter your room for urgent situations, including but not limited to health and safety concerns; serious maintenance issues; a crime in progress, etc. The Assistant Director reserves the right to allow entry into your Residence Accommodation without notification if it’s deemed necessary.

2.1.14. COMMUNICATION: You are responsible to for checking, reading and responding to emails sent to your University of Waterloo email account by Renison.

## 2.2. CODE OF CONDUCT

The purpose of having a Code of Conduct is to help create a safe, respectful and healthy community within Renison by establishing regulations that guide behaviour. The following actions and behaviours are prohibited and/or restricted.

2.2.1. ABUSE AND THREATS: verbally or physically abusing, behaving in a threatening or intimidating manner by any means a member of the Renison community and/or the University of Waterloo community.

2.2.2. AIDING AND ABETTING: helping, condoning, inciting, encouraging and/or assisting another individual to violate the Code of Conduct.

2.2.3. DANGEROUS ACTS: acting in a way that may cause harm to yourself or others.

### 2.2.4. DISREGARD FOR FIRE SAFETY:

- (a) Failing to evacuate during a fire alarm. You are responsible for knowing the evacuation route and leaving the building during a fire alarm. In case your mobility is restricted and you are not able to evacuate, notify the Assistant Director prior to your arrival. In the moment, call the University of Waterloo Campus Police or 911 to have assistance exiting the building;
- (b) Tampering with fire equipment, including but not limited to smoke detectors, fire extinguishers, fire hoses, water sprinklers, and so on;
- (c) Having items that produce open flames at Renison, such as candles, incense, propane, etc.;
- (d) Possessing and/or using prohibited items in your residence accommodation, including but not limited to hot plates, microwaves, grills, toaster ovens, space heaters, etc.;
- (e) Leaving food unattended while cooking;
- (f) Any actions that lead to or could potentially lead to a fire or the activation of the Renison's fire system.

2.2.5. DISREGARD FOR QUIET HOURS: the Waterloo Noise Bylaw states that excessive and disruptive noise between 11 p.m. and 7 a.m. is prohibited. In compliance with this Bylaw, quiet hours at Renison are from 11 p.m. to 7 a.m. everyday. Your activities during quiet hours should not disrupt the community while they may be studying or sleeping.

Courtesy hours are in effect 24 hours a day. This means that any person can ask you to reduce the noise you are creating no matter the time of day.

During exam periods, quiet hours are 23 hours a day, with one hour to enjoy noise and distractions. Renison staff will predetermine this hour.

2.2.6. **DISRUPTIVE BEHAVIOUR:** engaging in behaviours that are disruptive to the residence community, which includes any behaviour or activity that is known or ought reasonably to be known as causing a nuisance.

2.2.7. **GAMBLING:** betting on the outcome of various games, including but limited to sports, card games, etc.

2.2.8. **HARASSMENT AND DISCRIMINATION:** in accordance with the Ontario Human Rights Code and Renison's Policy on Harassment and Discrimination:

- (a) "Harassment" is defined as unwanted attention in the form of disrespectful comments, unwanted text messages or images, degrading jokes, rude gestures, unwanted touching, or other behaviours meant to intimidate (<https://uwaterloo.ca/renison/harassment-and-discrimination>);
- (b) "Discrimination" is defined as unequal or different treatment causing harm, whether intentional or not, because of race, disability, citizenship, ethnic origin, colour, age, creed, marital status, sex, sexual orientation, gender identity, and gender expression, or other personal characteristic (<https://uwaterloo.ca/renison/harassment-and-discrimination>).

You are prohibited from harassing or discriminating against any person within the Renison or the University of Waterloo communities.

2.2.9. **HAZING:** participating in the initiation or hazing of a new member to a group. Hazing typically involves acts that may endanger a person's health and is strictly prohibited at Renison.

2.2.10. **HINDRANCE:** interfering or obstructing persons, activities and/or services through various means including but not limited to actions, words spoken, written communication, etc.

2.2.11. **INAPPROPRIATE SOCIAL GATHERINGS:** social gatherings or parties must not disturb the Renison community and/or have a negative impact on the safety and security of community members.

In accordance with fire safety regulations, a maximum of 2 people can be in a single room and a maximum of 4 people can be in a double room. You are encouraged to use common rooms that are located further away from bedrooms to socialize with others. Excessive noise will not be tolerated and you are expected to reduce noise during quiet hours. If this is unattainable due to a large number of people, the gathering will be broken up and you will be asked to vacate the room or lounge. Guest rules, as stated in section 1.15., must be followed.

Renison reserves the right to end any party that it deems necessary.

2.2.12. INDECENT EXPOSURE: removing clothes in public to be partially or fully naked.

2.2.13. MISUSE OF ALCOHOL:

- (a) consuming alcohol to a level of intoxication causing disturbances to other community members and/or requiring medical or other assistance due to overconsumption;
- (b) being in possession of and/or consuming alcohol while being under 19 years of age;
- (c) giving alcohol to any person under the age of 19;
- (d) hosting in your room any person consuming alcohol under the age of 19;
- (e) consuming alcohol in areas outside a residence room or residence common room. More specifically, it's not permitted to consume alcohol in hallways, staircases, the Great Hall, the first floor of Renison, elevators, bathrooms, and the Renison and University of Waterloo exterior premises, etc.;
- (f) possessing and/or consuming alcohol during a dry event;
- (g) participating and/or encouraging others to overconsume alcohol, including but limited to playing drinking games;
- (h) possessing an excessive amount of alcohol as deemed by Renison. Bubas, kegs, Texas mickeys and other large containers of alcohol are not permitted at Renison and such items will be disposed of either by the Resident or by Renison;
- (i) selling or trading alcohol;
- (j) sponsorship from alcohol companies;
- (k) ordering and receiving delivery of alcohol to Renison;

Renison and the University of Waterloo staff reserve the right to confiscate alcohol for the sole purpose of disposal in circumstances where the Code of Conduct has been breached.

2.2.14. MISUSE OF DRUGS:

- (a) being in possession, using, distributing and/or selling illegal drugs;
- (b) distributing and/or selling controlled and/or prescribed drugs. Your prescribed medication should be kept in the original container showing your name and dosage on the label. Cannabis must be kept in an airtight container;
- (c) smoking, vaping and/or ingesting cannabis is not permitted on Renison and the University of Waterloo properties. Special arrangements to find a suitable location for smoking can be made for the medical use of cannabis through the Assistant Director, Housing and Student Life;
- (d) possessing, using and growing cannabis while under the age of 19;
- (e) giving and/or selling cannabis to a person under the age of 19;
- (f) possessing more than 30 grams of cannabis;
- (g) overconsuming any drug;
- (h) baking and/or cooking food with drugs as an ingredient at Renison;
- (i) giving food to any person with drugs as an ingredient;

- (j) keeping a cannabis plant;
- (k) possessing and using drug paraphernalia, including but not limited to pipes and bongs;
- (l) receiving a delivery of cannabis through the mail at Renison. An alternative would be to have it sent to a Canada Post office near you for pick up.

Renison and the University of Waterloo reserves the right to enter your Residence Accommodation when there is evidence of illegal drugs and/or prohibited behaviour related to drugs (as defined by this Code of Conduct) to investigate further. Confiscation of illegal drugs and/or prohibited items will be carried out by the University of Waterloo Police.

Smoking or vaping on the exterior grounds of Renison and the University of Waterloo properties will result in a \$50 fine. Smoking or vaping indoors at Renison will include fines and the eventual termination of the Contract if the behaviour continues.

Renison reserves the right to impose more regulations concerning drugs in general, if there is a need to do so.

2.2.15. PRANKS: pranking others is prohibited as it can lead to dangerous situations, negatively impact the person being pranked and cause damage to Renison.

2.2.16. PROHIBITED ITEMS/OTHER: possessing the following types of items is prohibited due to their potential to harm yourself and/or others in the community:

- (a) illegal items;
- (b) weapons, including but not limited to firearms, BB guns, crossbows, swords, large knives, baseball bats, etc.;
- (c) ammunition for a weapon;
- (d) replicas of weapons;
- (e) explosive materials, including fireworks;
- (f) dangerous chemicals and biomaterials;
- (g) open flame items that could cause a fire;
- (h) aforementioned drugs and drug paraphernalia in 2.2.5.;
- (i) inappropriate, offensive or hate-inspired symbols;
- (j) animals.

Service animals are permitted at Renison. Refer to the University of Waterloo Policy 58 (<https://uwaterloo.ca/secretariat/policy-58-accessibility>) for information on how to bring your service animal to Renison and the University of Waterloo.

The use of weapons or replicas to intimidate, threaten, cause panic and/or assault members of the Renison and University of Waterloo communities is prohibited and will lead to serious consequences.

Renison reserves the right to prohibit more items if necessary to ensure the safety of community members. Bringing a prohibited item to Renison could quickly lead to the termination of your Contract.

Intervention and removal of a prohibited item may involve the University of Waterloo Police and/or the Waterloo Regional Police Service.

2.2.17. PROPERTY DAMAGE OR THEFT: damaging, defacing, vandalizing and/or stealing Renison or University of Waterloo property. You will be held responsible for the value of the item damaged or missing.

2.2.18. SEXUAL HARASSMENT AND VIOLENCE: according to the University of Waterloo Policy on Prevention and Response to Sexual Violence (Policy 42):

- (a) “Sexual Harassment” means (1) engaging in a course of vexatious comment or conduct against an individual because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or (2) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the individual or and the person knows or ought reasonably to know that the solicitation or advance is unwelcome (<https://uwaterloo.ca/secretariat/policy-42-prevention-and-response-sexual-violence>).
- (b) “Sexual Violence” means any sexual act or act targeting a person’s sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person’s consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism and sexual exploitation (<https://uwaterloo.ca/secretariat/policy-42-prevention-and-response-sexual-violence>).

Participating in any actions deemed to be sexual harassment or sexual violence as per the University of Waterloo definitions of these concepts can lead to formal and informal investigations into incidents reported.

Renison always consults with the University of Waterloo regarding infractions of Policy 42. Survivors may choose to make a formal complaint with the University of Waterloo and/or Renison. They can also disclose information on sexual harassment and/or violence for reporting purposes and/or to access accommodations and resources.

More information can be found:

At the University of Waterloo - <https://uwaterloo.ca/human-rights-equity-inclusion/consultation-and-coaching/sexual-violence-response>

At Renison University College - <https://uwaterloo.ca/renison/harassment-and-discrimination>

2.2.19. SMOKING: you cannot smoke or vape any substance at Renison. The following actions, included but not limited to, burning incense, using candles, etc. are also prohibited to ensure the safety and enjoyment of Renison.

According to the Smoke-Free Ontario Act 2017, smoking or vaping tobacco and/or cannabis outdoors must be 9 meters away from Renison entrances and must not occur in enclosed outdoor spaces on Renison grounds.

Renison reserves the right to add more regulations regarding smoking indoors and outdoors.

2.2.20. THEFT, ILLEGAL OR UNAUTHORIZED POSSESSION: having items in your possession without the consent of the rightful owner, which may include but is not limited to Renison property, the University of Waterloo property, another community member's personal items, etc.

2.2.21. UNAUTHORIZED ENTRY AND/OR PRESENCE:

- (a) Providing access to individuals outside the residence community without signing them in as your guests is prohibited. Providing access includes but is not limited to propping open doors; letting a non-community member enter a secure location by letting them tailgate behind you; leaving your guest while in residence; leading your keys to others; etc.;
- (b) Entering and/or attempting to enter restricted areas, such as construction zones, staff and faculty offices, rooftops, utility rooms, storage rooms, etc.;
- (c) Entering and/or attempting to enter the Residence Accommodation of another person without consent;
- (d) Being present in another person's Residence Accommodation without permission from the said person and/or refusing to leave another person's Residence Accommodation after being asked to do so by the said person.

As stated in section 1.15. you must be with your guests at all times when they are visiting Renison. Non-members of the community may be asked to provide identification to Renison and the University of Waterloo staff. Non-compliance will lead to the removal of this individual.

2.2.22. UNAUTHORIZED USE OF AND/OR TAMPERING WITH EQUIPMENT OR SERVICES: misusing any Renison or University of Waterloo equipment or service is prohibited. This includes but is not limited to jumping in elevators; using the University of Waterloo Internet services for nefarious reasons; tampering with fire equipment; calling the Duty Don or Campus Police for no good reason; etc.

You will be held financially responsible for damage or loss of equipment due to the aforementioned actions.

2.2.23. VIOLENCE: acting in an aggressive manner towards another individual or group by being intimidating, threatening, or engaging in violent acts.

## 2.3. DISCIPLINARY AND PREVENTATIVE PROCEDURES

This section outlines all the possible disciplinary and preventative actions taken to resolve behavioural issues that may negatively affect the overall community and its members.

Note: All minor infractions of the Contract and the Community Standards will be recorded in your residence file, which will be kept until your departure from residence. Major infractions will be recorded to both your residence file and the Campus Incident System (CIS). Once you depart from residence, your residence file will no longer be accessible to Renison staff. CIS reports will remain on your University of Waterloo student file until you depart Renison and/or the University of Waterloo.

The following measures may not be applied in a sequential order.

2.3.1 MEETING WITH RENISON STAFF: After being involved in an incident, you will be required to attend a meeting with a Renison staff member to discuss the issue. This meeting is an opportunity for you to explain what happened and/or learn to avoid infractions to the Community Standards. Meetings may also be scheduled for the purpose of collecting information and / or checking in on your wellbeing.

2.3.2. INTERIM MEASURES: Pending further investigation, interim measures are temporarily put in place to safeguard the community and its members while an investigation takes place.

2.3.3. VERBAL WARNING: In the case of minor infractions to the Community Standards and/or first time offenses, the Resident will be required to engage in a discussion of why their behaviour was problematic and be warned not to make the same mistake again.

2.3.4. WRITTEN WARNING: After attending a meeting with a Renison staff member, you will receive a written letter outlining the behavioural issue and the punitive measures.

2.3.5. DEVELOPMENTAL MEASURES: You will be required to do a task that helps you reflect on and/or understand a concept related to your infraction of the Contract and Community Standards. These tasks include but are not limited to, participating in a workshop, writing a reflective essay, researching a topic and so on. Failure to complete the assigned task will result in a new consequence.

2.3.6. RESTORATIVE JUSTICE: With the aim of repairing harm, rebuilding trust, and building community, you may be asked to provide an apology; pay restitution; participate in mediation; engage in community service; participate in a victimless conference; etc. Failure to complete one or more assigned restorative justice measures will result in a new consequence.

2.3.7. BEHAVIOURAL CONDITIONS: You may be required to comply with behavioural limitations, including but not limited to restrictions related to: access to certain areas of Renison;

guest allowances; the consumption of alcohol; interactions with one or more community members; and participation in counselling to receive support.

2.3.8. FINES AND INTERVENTION COSTS: You may be required to pay a fine for intervention costs for an incident in which you were involved. Most fines are issued by the University of Waterloo Police for infractions such as smoking on campus. Intervention costs refer to the value of staff members' time when intervening in a situation where you were at fault during an incident.

2.3.9. PROBATION STATUS: After a series of incidents and/or a major incident in which you are at fault, your place in residence may be in jeopardy. This means that you will receive a letter informing you that you are on probation and you will have to monitor your behaviour in order not to infract the Contract and the Community Standards. If another incident occurs after being placed on probation, it is very likely that you will be asked to leave Renison.

2.3.10. TERMINATION OF CONTRACT: Your residence contract will be terminated due to a series of incidents or a major incident in which you were found at fault. You'll be asked to vacate your room and find accommodation elsewhere. You will be asked completely vacate your room no later than 48 hours after receiving the decision. It may be possible to negotiate a different timeline depending on the circumstances. You will still be held financially responsible for the remainder of your Contract.

23.11. DENIAL OF READMISSION: You will not be permitted to enter into a new Contract with Renison due to documented behavioural issues.

2.3.12. OTHER DISCIPLINARY AND PREVENTATIVE MEASURES: Renison reserves the right to employ any other disciplinary and preventative measure to resolve issues and safeguard the Renison community. These measures include, but are not limited to, room reassignment; payment of fines and other costs; issuance of a notice of trespass by the University of Waterloo Police; communication with a parent or guardian; communication with partners at the University of Waterloo (faculty; Safety Office; Associate Provost, Students; etc.); and so on.

## 2.4. APPEAL PROCESS

This section outlines how a Resident can appeal the outcome of an investigation in an incident where the Resident was found to be at fault.

2.4.1. ASKING FOR AN APPEAL: The resident is to make a formal request to have the decision reviewed by communicating this in writing (email or on paper) to the Assistant Director (caroline.blouin@uwaterloo.ca). The Resident must include reasons why they are appealing the decision.

2.4.2. THE REVIEWER: In most cases, the Renison staff member who will review the outcome of an investigation will be the Assistant Director. In cases where the Assistant Director was involved in the investigation, gave input on the decision and/or set the consequences; the Student Advocacy Advisory Committee will review the case and render a decision.

2.4.3. HOW THE DECISION IS REVIEWED: The reviewer will judge whether the decision meets the following requirements:

- (a) follows the clauses outlined in the Contract and Community Standards;
- (b) the information used to make a decision was factual;
- (c) the conclusions made and consequences are reasonable and in alignment with best practices.

2.4.4. REVIEW PROCESS:

- (a) after reception of an appeal request, a reviewer is determined;
- (b) the reviewer consults with the Resident and the decision maker;
- (c) information about the incident is reviewed;
- (d) the original decision is either upheld or struck down;
- (e) a new investigation and/or decision may be issued;
- (f) a formal letter will be sent to the Resident about the outcome of the appeal.