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THE UNIVERSITY OF BRITISH COLUMBIA

# Residence Contract 2011/2012

Student Housing and Hospitality Services

**FRASER HALL**

# Contents

## **RESIDENCE CONTRACT 2011/2012 FRASER HALL**

### **INTRODUCTION**

### **SUMMARY OF CONTRACT**

**Section 1.0** Administration

**Section 2.0** Residence Life

**Section 3.0** Residence Standards  
and Regulations

### **1.0 ADMINISTRATION**

Interpretation of Terms

**1.01** Binding Contract

**1.02** Contract Term

**1.03** Designated Roommate

**1.04** Shaw Internet Agreement

**1.05** Type of Contract

**1.06** Eligibility

**1.07** Assignment Policy

**1.08** Compliance with Laws, et  
cetera

**1.09** Contract Changes

**1.10** Rates and Payment

**1.11** Cancellation of the Residence  
Contract Prior to Move-In Date

**1.12** Termination of the Residence  
Contract After Move-In Date

**1.13** Termination of the Residence  
Contract by the University

**1.14** Overholding

**1.15** Vacating Your Accommodation

**1.16** Abandoned Accommodation  
and Personal Property

**1.17** Assignment and Unauthorized  
Occupancy

**1.18** University's Performance

**1.19** Liability

**1.20** Insurance

**1.21** Damages and Costs

**1.22** Denial of Other University  
Services

**1.23** Room Entry

**1.24** Arrivals

**1.25** Early Arrivals

**1.26** Late Arrivals

**1.27** Delivery of Personal Property

**1.28** Non-residence Furniture and  
Appliances

**1.29** Housekeeping

**1.30** Repairs and Alterations

**1.31** Pest Treatment

**1.32** Construction and Maintenance

**1.33** Storage

**1.34** Transfers

**1.35** Transportation and Parking

**1.36** Security

**1.37** Protection of Privacy

### **2.0 RESIDENCE LIFE**

**2.01** Statement of Rights and  
Accompanying Responsibilities  
of the Individual within the  
Residence Community

**2.02** Residence Standards Overview

**2.03** Residence Standards Process

## **3.0 RESIDENCE STANDARDS AND REGULATIONS**

**3.01** Alcohol use in residence

**3.02** Attack on the Dignity and  
Security of an Individual

**3.03** Barbecuing and Outdoor  
Grilling

**3.04** Cablevision

**3.05** Residence Food Outlet  
Conduct

**3.06** Cleanliness Standards

**3.07** Cooperation with Staff and  
Others

**3.08** Damage to Property

**3.09** Dangerous Activity

**3.10** Drugs

**3.11** Elevator Tampering

**3.12** Explosive Materials

**3.13** False Identification

**3.14** Guests or Visitors

**3.15** Illegal Entry

**3.16** Inappropriate Behaviour

**3.17** Initiations/Hazing

**3.18** Noise

Quiet Hours  
Exam Quiet Hours

**3.19** Open Flame

**3.20** Parties/Social Gatherings

**3.21** Pets and Guide Animals

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

**3.23** Prohibited Areas

**3.24** Raids or Pranks: Inappropriate  
or Destructive

**3.25** Removal of University Property

**3.26** Safety/Security/Fire Equipment

**3.27** Smoking and Incense

**3.28** Theft

**3.29** Throwing or Falling Objects

**3.30** Cooking

**3.31** Unauthorized Key Possession  
and/or Use

**3.32** Unauthorized assignment

**3.33** Vehicles in pedestrian  
courtyards

**3.34** Violence/Physical Aggression

**3.35** Weapons

**3.36** Signs

## **APPENDIX I**

Useful Contact Information

## **APPENDIX II**

Contract Related Terms

## **APPENDIX III**

Cancellation Prior to Move-In  
Date

## **APPENDIX IV**

Residence Fees

## RESIDENCE CONTRACT 2011/2012 FRASER HALL

### INTRODUCTION

This document is important. This is a legally binding agreement between you and the University. The basic terms of your agreement are outlined in the Residence Acceptance Confirmation page created during your On-line acceptance process. This document, the Residence Acceptance Confirmation page created during your online offer acceptance process, and the Contract Confirmation, ID and Emergency Contact Card comprise the contractual agreement between you and the University (referred to as the “Contract”). It sets out the policies and regulations governing the offer of housing and the terms and conditions of accepting residence in the student residences managed by Student Housing and Hospitality Services.

Applicants who wish to live in residence with their children are not eligible for residence at Fraser Hall and may apply for accommodation in University student family housing.

## SUMMARY OF CONTRACT

### Section 1.0 Administration

This section outlines administrative requirements, procedures and important deadlines. The information contained here will answer many of your questions. For other questions or clarification, please refer to [www.housing.ubc.ca](http://www.housing.ubc.ca), or contact the area Residence Life Manager or Student Housing and Hospitality Services, 2205 Lower Mall, building 6 (contact information is listed in Appendix I of this Contract.)

### Sections 2.0 Residence Life and 3.0 Residence Standards and Regulations

These two sections of this Contract define the standards of behaviour required of all residents and their visitors while present on or about all residence property, (which includes but is not limited to all residence buildings operated by Student Housing and Hospitality Services including their parking lots, and surrounding grounds), and during all residence related events, even if the events occur off campus. Living with others in a residence is different from living in a private apartment or house. What you may feel comfortable with in private may not be safe or appropriate in a shared residential environment that has a mandate to support the University’s academic mission.

## 1.0 ADMINISTRATION

### Interpretation of Terms

In this Contract:

the contract holder will be referred to as “you,” or “your,” “resident,” “residents,” “student” or “students”;

“your accommodation,” “the accommodation” and “your room” refers to the room identified on your Contract Confirmation, ID and Emergency Contact Card, as may be amended from time to time by agreement and, in particular:

If you live in a one bedroom apartment, your entire living space; and

If you live in shared accommodation, your room and the living area you share with other residents. The living area that you share with other residents, together with your room and every other resident’s room is also referred to as your “unit”;

“guest” refers to your designated roommate (if applicable) and anyone who you accompany on, invite, accept or admit to the residence property (which includes but is not limited to all residence buildings, parking lots and surrounding grounds);

an “assessment” means a bill for an amount, determined by the University, that you owe to the University on account of one or more of the following: any damage to, repair of or loss of University property (including your keys) or extraordinary service, cleaning, administrative or other costs you, your designated roommate or your guests cause to University residence facilities whether through accident, neglect or intent;

“fees” means the residence fees plus all other sums, amounts, charges and monies payable by you to the University pursuant to this Contract, including, without limitation, all assessments, interest and amounts owing as a result of any breach of this Contract;

“Move-In Date” means the date identified as such on your Residence Acceptance Confirmation and the Contract Confirmation, ID and Emergency Contact Card, unless otherwise agreed by you and the University;

“Move-Out Date” means the date identified as such on your Residence Acceptance Confirmation and the Contract Confirmation, ID and Emergency Contact Card, unless otherwise agreed by you and the University;

“residence fees” means the residence fees applicable to your accommodation, as set out in Appendix IV, which for greater certainty, include utilities and Shaw Internet; and

“University” and “UBC” mean The University of British Columbia. Student Housing and Hospitality Services is a department of the University and has the power and authority to act on behalf of the University in respect of this Contract. References to Student Housing and Hospitality Services refer to the University, acting through Student Housing and Hospitality Services.

If there is any conflict or inconsistency between the Residence Acceptance Confirmation and the Contract Confirmation, ID and Emergency Contact Card, the Contract Confirmation, ID and Emergency Contact Card governs.

## 1.01 Binding Contract

By clicking “Accept” on the Residence Acceptance Confirmation page created during your online offer acceptance process, you have accepted an offer from the University for accommodation in a student residence managed by Student Housing and Hospitality Services. By accepting this offer you have confirmed that you agree to comply with the terms and conditions outlined in this Contract.

Prior to moving into your accommodation you must:

- provide the information required to complete the Contract Confirmation, ID and Emergency Contact Card and the photographs requested by Student Housing and Hospitality Services; and
- provide payment of the residence fees by the due date indicated in the Residence Acceptance Confirmation and in Section 1.10 of the Contract.

Even if you omit to complete a step in the acceptance or move-in process, you agree that taking possession of validly offered accommodation establishes this Contract between you and the University on the terms and conditions set out in this Contract and in the Residence Acceptance Confirmation.

## 1.02 Contract Term

This Contract commences at 9 am on the Move-In Date and ends at 12 noon on the Move-Out Date by which time you must have vacated and surrendered your accommodation to the University.

## 1.03 Designated Roommate

Students who wish to reside at residence with their children, are not eligible for the residences

governed by this Contract, and may apply for accommodation in University student family housing. You are not permitted to have any other person reside in your accommodation except as follows. If your accommodation is a one-bedroom unit, you may invite a maximum of one additional person to be your designated roommate provided that person meets the minimum age requirements for your residence.

You acknowledge that person indicated in the Additional Occupant/Designated Roommate section of the Contract Confirmation, ID and Emergency Contact card is the person you wish to have approved as your designated roommate by Student Housing and Hospitality Services.

Your designated roommate is not entitled to reside in the accommodation unless you reside there at the same time. Your designated roommate must be approved in advance by Student Housing and Hospitality Services and is not entitled to move into your accommodation prior to receiving such approval.

You are completely responsible for your designated roommate’s compliance with all conditions of this Contract. The behaviour of your designated roommate could result in you receiving standards points, and a sanction, or may result in a breach of this Contract leading to you and your designated roommate being evicted. This is so whether or not you participated in, condoned, or were aware of your designated roommate’s behaviour. You agree that no other persons shall reside in the accommodation without the prior written consent of the University. You agree to advise the University in writing within ten (10) days of a change in designated roommates or of your

designated roommate ceasing to reside in the accommodation. You acknowledge and agree that this Contract is with you alone and there is no contract between the University and the designated roommate. When you vacate the accommodation your designated roommate must vacate at the same time. Student Housing and Hospitality Services may at any time, in its absolute discretion, require that your designated roommate cease to occupy your accommodation and your designated roommate's failure to comply with an order to vacate your accommodation is a breach of this Contract, enabling Student Housing and Hospitality Services to pursue remedies against you pursuant to Section 1.13.

#### 1.04 Shaw Internet Agreement

The University will provide computing network access to your accommodation through an arrangement with Shaw Internet service. If you use the Shaw Internet service, you agree to abide by the conditions outlined in the [Shaw Terms of Use Agreement and the Acceptable Use Policy](#). You also agree to abide by the [University's Responsible Use of Information Technology Facilities and Services](#) policy guidelines, as amended from time to time.

#### 1.05 Type of Contract

As is expressly stated in the *Residential Tenancy Act* of British Columbia, the *Residential Tenancy Act* of British Columbia does not apply to this Contract and to your occupation of your accommodation.

#### 1.06 Eligibility

##### 1) Age Criteria

Unless you are otherwise authorized in writing by Student Housing and Hospitality Services, you must be 19 years of age by December 31, 2011 to reside at Fraser Hall.

##### 2) Academic Criteria

To remain eligible to reside at Fraser Hall, you must:

- (a) be and remain registered in at least 24 credits of undergraduate course work, consisting of at least 12 credits per term, during the 2011–2012 Winter Session; or
- (b) be and remain registered in a full-time graduate program in the Faculty of Graduate Studies; or
- (c) have been granted permission in writing from the Manager, Residence Admissions and Assignments of Student Housing and Hospitality Services.

#### 1.07 Assignment Policy

The University will not discriminate in room or unit assignments on the basis of race, colour, religion, place of origin, ancestry or sexual orientation.

The University will attempt to honour, but does not guarantee, your request for a particular type of accommodation. Failure to provide your preferred accommodation is not a breach of, and will not invalidate this Contract. The University reserves the right, without notice, to assign/change roommates, to change accommodation

assignments and/or to consolidate vacancies by requiring you or other residents to move from one accommodation to another. This may include requiring you to move to a different residence area, floor, building or different type of room or unit. If this happens to you, you are required to pay the fees stipulated for the new accommodation and meal plan, if applicable.

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

#### 1.08 Compliance with Laws, et cetera

You agree to the terms of this Contract and to abide by all federal, provincial and local government laws, regulations and bylaws, University rules, regulations, policies and procedures, including but not limited to those issued from time to time by Student Housing and Hospitality Services. To the extent that there is any discrepancy between matters dealt with both in this Contract and any other publication of Student Housing and Hospitality Services, the provisions of this Contract shall prevail.

## 1.09 Contract Changes

Changes may not be made to the terms of this Contract without the written permission of the Managing Director of Student Housing and Hospitality Services. During the term of the Contract, the University may unilaterally change or delete any provision of this Contract or add provisions to this Contract (each, a change) by sending you an email notification to the email address you have provided to the University through the University's Student Service Centre, or if no valid email address is provided, by written notification delivered to your accommodation. Changes will be effective and binding upon you on the date set out in the notification. If no date is set out in the notification, the contract changes will be effective one week from the date the notification was sent. Please note, however, that changes may be implemented immediately when, in the opinion of the Managing Director, Student Housing and Hospitality Services, the health or safety of any person may be adversely affected by a delay.

## 1.10 Rates and Payment

You agree to pay the residence fees for the accommodation assigned to you, including where applicable, the size of the accommodation, according to the payment schedule attached hereto as Appendix IV. You may either pay the entire amount due or pay the residence fees in instalments, in the amounts and on the dates outlined in Appendix IV. If you choose or are required to change your accommodation, you will be required to pay the fees stipulated for the new accommodation, including the meal plan, if applicable.

- Failure to pay the first instalment of residence fees by or on the date it is due will lead to forfeiture of your accommodation assignment.
- Charges for residence fees will continue until you return all assigned keys to the Front Desk and you sign the check-out form.

Please note that the following terms apply to all fees and payments required by Student Housing and Hospitality Services (i.e.: residence, activities/programs, assessments, et cetera):

- Post-dated cheques will not be accepted.
- A \$25 service charge will be levied on all cheques returned by your bank for any reason.  
You will pay all fees that may be imposed by the University from time to time in respect of failed electronic financial transactions, including, without limitation, electronic funds transfers and Interac transactions where, after initial processing, the transaction is cancelled or voided due to insufficient funds.
- Late payments may not be accepted. If a late payment is accepted, it will be subject to a late payment fee of \$25.

### 1.11 Cancellation of the Residence Contract Prior to Move-In Date

You may cancel this Contract before the Move-In Date by paying the cancellation fees and following the procedures outlined in Appendix III.

### 1.12 Termination of the Residence Contract After Move-In Date

- a) You may only terminate this Contract on or after the Move-In Date provided that you:

- i) pay the Termination Fee defined in Section 1.12(b) below, unless waived in accordance with Section 1.12(c) below; and
- ii) complete the check-out procedures at the Front Desk.

For greater clarity, the University cannot re-assign your accommodation until you have completed your check-out procedures at your residence Front Desk. If you wish to terminate this Contract but do not complete the check-out procedures, this Contract will continue in force and you will be charged residence fees until the earlier of:

- the date you return all assigned keys to your residence Front Desk and you sign the check-out form;
- the date Student Housing and Hospitality Services deems you to have abandoned your accommodation (which may take weeks or months); and
- your Move-Out Date.

### b) The Termination Fee is the lesser of:

- i) 25% of the total residence fees applicable to your Contract and your accommodation type as outlined in Appendix IV; or
- ii) the remainder of the residence fees applicable to your Contract and your accommodation type owed from the date you complete the check-out procedures at the Front Desk until the Move-Out Date.

### c) Waiver of Termination Fee

- i) Regarding Residents who wish to terminate this Contract due to co-op work placement,

exchange program enrolment, or education practicum in Term One:

To be exempted from paying the Termination Fee, residents who choose to participate in one of the following activities:

- a co-op work placement in Term One (September to December 2011),
- a student exchange program in Term One (September to December 2011), or
- a teaching practicum in Term One (September to December 2011),

and who do not plan to live in residence while pursuing these activities, must do both of the following:

- A) complete an online contract cancellation request by June 30, 2011; and
- B) vacate their room by the end of August 15, 2011.

Residents who complete an online contract cancellation request by June 30, 2011 and vacate their room by August 15, 2011, will have the applicable Termination Fee waived.

For greater certainty, failure to give notice by June 30, 2011 and vacate by August 15, 2011 will result in the resident being ineligible for a Termination Fee waiver pursuant to this section.

- ii) Regarding Residents who wish to terminate this Contract due to co-op work placement, exchange program enrolment, education practicum or graduation in Term Two:

To be exempted from paying the Termination Fee, residents who choose to:

- graduate at the end of Term One; or
- participate in one of the following activities:
- a co-op work placement in Term Two (January to April 2012),
  - a student exchange program in Term Two (January to April 2012), or
  - a teaching practicum in Term Two (January to April 2012),

and who do not plan to live in residence while pursuing these activities, must do both of the following:

- A) complete an online contract cancellation request by October 31, 2011; and
- B) vacate their room by the end of Term One (December 21, 2011).

Residents who complete an online contract cancellation request by October 31, 2011 and vacate their room by December 21, 2011, will have the applicable Termination Fee waived.

For greater certainty, failure to give notice by October 31, 2011 and vacate by December 21, 2011, will result in the resident being ineligible for a Termination Fee waiver pursuant to this section.

### **1.13 Termination of the Residence Contract by the University**

If at any time:

- i) you fail to pay when due any of the fees stipulated in this Contract;

- ii) you fail to pay when due any assessments assessed pursuant to the terms of this Contract;

- iii) the University becomes aware that the offer of accommodation made to you was based upon incorrect information or a mistake as to your eligibility for residency in your accommodation;

- iv) you no longer meet the eligibility requirements for residency in your accommodation;

- v) the Manager Residence Admissions and Assignments of Student Housing and Hospitality Services has revoked the approval previously given pursuant to Section 1.06 (2)(c) for you to reside in residence.

- vi) you have failed to pay, when due, monies owed to Student Housing and Hospitality Services with respect to matters other than this Contract;

- vii) you have violated University rules, policies or procedures and/or the residence standards and regulations as stated in Sections 2 and 3 of this Contract, as they may be amended from time to time;

- viii) you fail to provide the requested recent photograph and information required to complete the Contract Confirmation, ID and Emergency Contact Card; or

- ix) you breach any provision of this Contract;

then, in addition to any other available remedies, the University may, without notice, terminate this Contract, re-enter and take possession of your accommodation, remove you and all other persons and property and use such force and assistance as the University deems necessary to take possession of the accommodation.

In the event of termination of this Contract and eviction, you will remain indebted for any fees,

including assessments accrued pursuant to the terms of the Contract that may arise:

- from or be related to your occupation, use of and departure from your accommodation and the residence;
- from or be related to the access you gained to residence, other University buildings or facilities pursuant to the access granted to you as a resident; and
- from your failure to comply with the terms of this Contract, including, for greater certainty, fees for the unused balance of your Contract remaining after your eviction.

#### 1.14 Overholding

If you remain in occupation of your accommodation after the Move-Out Date or your eviction date, no new right of occupation is thereby created and the University may, without notice, re-enter and take possession of your accommodation, remove you and all other persons and property and use such force and assistance as the Landlord deems necessary to retake possession of your accommodation. In this situation, residence fee payment(s) processed through the University's online payment process shall not be effective to create any new or continued right of occupation unless such right of occupation and receipt of payment are expressly acknowledged by the Managing Director, Student Housing and Hospitality Services. If the University expressly grants its approval to your continued occupation of your accommodation and accepts payment of residence fees for that occupation, then any right of occupation that is thereby created shall be for the period contained in such approval, at the residence fees previously payable for your

accommodation and subject to the terms of this Contract, as applicable for the occupancy period.

In no case shall any acceptance of residence fees of your accommodation after the expiry of the term of this Contract result in any right of occupancy greater than a right to occupy your accommodation from month to month (meaning, for greater certainty, terminable by you or the University at any time on one month's notice), at the residence fees previously payable for your accommodation, and not from year to year and shall be subject to the terms of this Contract so far as the same are applicable to a right to occupy from month to month.

#### 1.15 Vacating Your Accommodation

Vacating your accommodation means, completing the check-out procedures at the Front Desk, returning all keys to the Front Desk and removing all persons and personal possessions from your accommodation. If you fail to provide vacant possession when required pursuant to this Contract, then in addition to the University's other remedies, you will pay all the University's costs arising from such failure to vacate including, without limitation, the cost to the University incurred to clean your accommodation and to provide hotel and meals for the incoming resident who is scheduled to take possession of your accommodation.

You acknowledge that in the case of any of your or any of your guest's personal property remaining in your accommodation after the termination of this Contract (whether by expiry, early termination or abandonment), the University will remove and dispose of your and your guest's personal property without compensation to any person. You agree that

the University will be under no obligation to store any such belongings remaining in the accommodation or to sell them or otherwise recover their value.

#### 1.16 Abandoned Accommodation and Personal Property

Your accommodation and your and any of your guests' personal property may be deemed by the University to be abandoned when:

- a) a substantial amount of your personal property is removed and your residence fees are unpaid after the date that they are due; or
- b) your residence fees remain unpaid after the date they are due and the University has not received a response from you for a period of 14 days after sending you a notice.

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

You acknowledge that any of your personal property and the personal property of your guests remaining at the residential property after the termination of this Contract (whether by expiry, early termination or abandonment), will be removed and disposed of without compensation to you or your guests (as the case may be). You agree that the University will be under no obligation to store such belongings or to sell them or otherwise recover their value.

## 1.17 Assignment and Unauthorized Occupancy

You alone and, if expressly permitted pursuant to this Contract, your designated roommate, may occupy the accommodation. This Contract and your accommodation cannot be assigned, “sublet,” lent or otherwise shared with another person without the prior written authorization of the University; such authorization is exercised by the University in its absolute discretion and may be withheld or withdrawn for any reason. This is so even when money or other consideration are not exchanged. Unauthorized assignment, “subletting,” lending or sharing is a breach of this Contract and will result in the eviction of the other person(s) occupying or sharing your accommodation and may result in the University evicting you.

## 1.18 University’s Performance

The University, inasmuch as it is within the University’s control, will provide the accommodation pursuant to the terms and conditions stated in this Contract.

To the extent that the University is unable to fulfil, or is delayed or restricted in fulfilling, its obligations under this Contract by any cause beyond its control, the University shall be relieved from the fulfilment of its obligations during that period and you shall not be entitled to any reduction in fees or compensation as a result thereof. Without restricting the generality of the foregoing, the University shall not be responsible for failing to meet its obligations under this Contract due to a strike by its employees; a lock-out of employees by the University; or any other form of job action or labour unrest; acts of God; fires, floods,

earthquakes, intervention by civilian or military authorities, acts of war, acts of terrorism, public health emergencies, whether localized, national or international, unusually destructive or disruptive storms, or new or amended federal, provincial or local laws, regulations, bylaws or policies.

## 1.19 Liability

The University is not responsible for property belonging to you or any of your guests which is lost, stolen or damaged in any way, regardless of cause, wherever or not this may occur on the residence property, including storage facilities and your accommodation. The University is not responsible for any injury, death, damage or loss whatsoever caused to you or your guests while in or about the residences or the University campus or while engaged in activities organized or sponsored by the University. Without limiting the generality of the foregoing, the University shall not be responsible for injury, damage or loss to you or your guests due to:

- the use of residence facilities and equipment, including but not limited to exercise equipment, sports equipment, barbecues, tennis courts and basketball courts;
- taking part in socials, dances, plays or other organized or sponsored activities; and
- taking part in organized or sponsored off-campus activities including ski trips and tours.

You agree you will not do, or permit to be done, any act or thing which may render void or voidable any insurance policy of the University. You agree to indemnify and save harmless the University from and against any expense, loss or

damage suffered by the University by reason of your breach or non-performance of any term of this Contract.

## 1.20 Insurance

The University carries insurance for its own benefit (See <http://www.treasury.ubc.ca/risk-insurance> for more information). The University does not provide you with general insurance, liability insurance or property insurance for your personal belongings. It is recommended that you arrange for your person and all your personal effects in residence rooms, units, apartments, storage rooms, and all other residence property including in all residence buildings be covered by private insurance. The University strongly advises you to obtain a residential insurance policy that covers:

- a) loss of personal property; and
- b) liability for personal injury and property damage.

Insurance may be available as an extension of your family’s home insurance policy, or you can obtain your own insurance package. See Appendix II for more information.

## 1.21 Damages and Costs

You agree to pay for damages, lost property or extraordinary service or administrative costs you, your designated roommate, or your guests cause to University residence facilities whether through accident, neglect or intent. See Appendix II for more information about assessments.

All residents of a unit may be assessed for cleaning, damages, lost property or extraordinary service costs where the person(s) responsible

cannot be ascertained by the University but where the damages, lost property, or excessive mess were reasonably believed by Student Housing and Hospitality Services to be caused by one or more residents of a unit. Where charges and costs have not been paid by the specified date, a late fee will be added.

Failure to pay assessments may result in the relocation of you or other resident(s) to another floor or unit, denial of future residence assignment or eviction from residence. To appeal an assessment you must follow the written appeal procedure outlined on the assessment form. Appeals will only be considered if you are not in arrears for any other fees, charges or amounts owed to Student Housing and Hospitality Services.

#### 1.22 Denial of Other University Services

In addition to any other remedies available to it pursuant to this Contract or at law, the University may, pursuant to [University Policy 67](#), suspend your student privileges and deny you student services if any fees, assessment or other monetary amounts owing pursuant to this Contract remain unpaid by you either during the term of this Contract or after its termination or conclusion for any reason.

#### 1.23 Room Entry

Authorized personnel of the University may enter your accommodation, without prior notice, for reasons of health, safety or general community welfare, to make deliveries and to make repairs to your accommodation and the equipment serving it, to inspect the condition of your accommodation, and to investigate compliance

with and possible breaches of this Contract.

In addition, Authorized personnel of the University may enter the common areas of your accommodation to deliver housekeeping services described in Section 1.29 Housekeeping.

#### 1.24 Arrivals

You may check into residence at the Commonsblock Front Desk after 9 am on the residence Move-In Date. Residents may not arrive earlier than the Move-In Date unless they qualify under Section 1.25 below.

#### 1.25 Early Arrivals

Written permission to arrive early may be permitted in certain limited circumstances. Please contact Student Housing and Hospitality Services for more information.

#### 1.26 Late Arrivals

If you plan to arrive more than ten days after your Move-In Date, you must notify Student Housing and Hospitality Services in writing. Accommodation not occupied within ten (10) days of your Move-In Date will be cancelled and reassigned without further notice.

#### 1.27 Delivery of Personal Property

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

#### 1.28 Non-residence Furniture and Appliances

Residence rooms and shared units are furnished. Additional furniture and appliances are not permitted to be placed in your room or common areas of your accommodation without prior written authorization from the Residence Life Manager. (See Appendix I for RLM email contact information.) While small pieces of furniture (i.e.: small bar-fridge, bookshelf, end table) will typically be authorized, pieces larger than 3' x 3' x 3' (i.e.: sofa, bureau, refrigerator, et cetera) are prohibited. Further, costs associated with removing additional furniture or appliances will be assessed as outlined in Section 1.21 Damages and Costs.

#### 1.29 Housekeeping

Following check-in you have seven (7) days to complete a "room inventory and condition" report available via the Online Service Centre at <https://secure.housing.ubc.ca>. This will create a record regarding the condition of your accommodation (i.e.: any existing damage), and the condition of and/or any missing inventory items including bed linen. After your departure the room and common areas and their contents will be inspected. Any missing items, damage not documented on the room inventory and condition report, or required cleaning will be assessed to you and/or deducted from any residence fee refund. Submission of the online room inventory and condition report is an integral part of any assessment appeal consideration. If there is a question regarding responsibility for damages to the room or unit or furnishings, this record will be used in determining responsibility for the damages.

Failure to complete the report may result in you being assessed for all damages and missing items.

Common areas in units will be inspected from time to time during the year to ensure they are kept clean and safe. If you fail to keep common areas/units clean it will result in assessment and/or the possible relocation of you or other residents, and/or denial of a future residence offer.

Included in the residence fees is a light housekeeping service of your accommodation's common areas. You will be provided a schedule at the start of each term; this will be your notice of entry. This service is mandatory and you may not exclude or impede the housekeepers.

### 1.30 Repairs and Alterations

All repairs and alterations to accommodations will be carried out by the University. Residents are prohibited from repairing or altering the exterior or interior of their room or unit and should report any required repairs using the Online Service Centre at [www.housing.ubc.ca](http://www.housing.ubc.ca). Without limiting the forgoing, residents are prohibited from painting or wallpapering their accommodation or attaching mailboxes, planters, satellite dishes, signage of any kind or any other thing to its exterior or the exterior of any residence property.

### 1.31 Pest Treatment

You shall not allow conditions to exist that, in the opinion of Student Housing and Hospitality Services, may encourage the infestation or propagation of insects, rodents or other vermin. You are required to report the presence or suspected presence of pests in your accommodation to Student Housing and

Hospitality Services. In accordance with Section 1.23, personnel authorized by the University may enter your accommodation, without notice and, if necessary, without your presence, to inspect for pests. Should, in the opinion of Student Housing and Hospitality Services, treatment be required, you will be required to comply with the prescribed treatment methods and protocol. This may include relocation (note Section 1.07), cleaning and/or removal and disposal of furnishings or personal possessions. In such an event you shall not be reimbursed by the University for any disruption, relocation, loss or loss of use of personal possessions or furnishings.

### 1.32 Construction and Maintenance

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

### 1.33 Storage

There are a limited number of storage lockers available in the bike room of Fraser Hall. A rental fee may apply. The storage space provided is not secure. The University does not assume liability for loss, theft or damage

of articles stored in these lockers regardless of how such theft or damage occurs. All items must be removed from the storage locker upon you vacating your accommodation. Items not removed by you will be removed by the University and disposed of without compensation.

### 1.34 Transfers

There are two types of transfers:

- a) The first, called a "room switch," is between two residents who mutually agree to exchange or "switch" accommodation. The fee for this transfer is \$10 per person. Please enquire at the residence Front Desk regarding this procedure.
- b) The second type of transfer constitutes a move to new accommodation when it becomes available. The fee for this transfer is \$50.

If you wish to change accommodation after moving into residence, you may request a transfer to other accommodation. Transfers are not guaranteed and will be offered at the discretion of Student Housing and Hospitality Services. Unauthorized transfers or switches may result in you being required to move back to your assigned accommodation and/or standards action. You are required to pay the difference in residence fees when you move to more expensive accommodation. Refunds due to a transfer to less expensive accommodation will be credited to your account. You agree to be bound by the terms of the contract governing your new accommodation.

**Eligibility for Transfers:** You must meet the minimum age and academic program requirements outlined in Section 1.06 to be

eligible for a switch or transfer to specific residence areas.

**Transfer Application Dates:** The first date that you may apply for a transfer or a room switch is the later of the date you move into residence and May 15, 2011. An online transfer/switch application is available on the Student Housing and Hospitality Services Online Service Centre at <https://secure.housing.ubc.ca>.

**Transfer Completion Dates:** Transfers must be completed within 72 hours of notification of approval from Student Housing and Hospitality Services, or additional fees may be assessed.

## 1.35 Transportation and Parking

### a) Motorized Vehicles

Parking of motorized vehicles (which includes, but is not limited to, cars, motorcycles, mopeds, and scooters) on the University campus is strictly regulated. Residence parking spaces are limited and a parking assignment is not guaranteed.

The terms and conditions of parking and the options available are outlined in the parking application. Applicants assigned a parking space must provide certification that they are the insured principle driver of the vehicle when claiming their parking space at check-in.

Parking in the reserved lots is allocated only for the term of this Contract. Parking spaces are allocated for one registered vehicle only. You cannot use your allocated parking space for a second vehicle, or for parking for friends or visitors. Any unregistered vehicle may, without notice, be towed at their owner's expense. If you attempt to transfer your allocated parking space

you will have your assignment cancelled and will forfeit your parking fees.

The rules imposed by Student Housing and Hospitality Services (pursuant to this Contract or otherwise) regarding parking services are in addition to, and not in substitution of, the University parking regulations enforced by UBC Parking and Access Control Services. All vehicles parked on residence property are subject to the University parking regulations as amended from time to time, as enforced by UBC Parking and Access Control Services. Residents or visitors in violation of University parking regulations may have their vehicles towed at their own expense in accordance with these regulations.

### b) Bicycles

Bicycle theft is a common problem throughout the British Columbia Lower Mainland, including the University campus. Good quality locks or chains are recommended for all bicycles. Fraser Hall has a bicycle storage area. Bicycles must not be stored in hallways, lounges or in areas which impede exit from buildings. Bicycles must be stored on the racks or bars designed for that purpose. Bicycles found in any other areas (i.e. attached to posts, railings, trees, et cetera) will be removed without compensation to the resident or to the owner of the bicycle (if not the resident).

Abandoned bicycles are common at residence. Periodically the residence bicycle racks/bars will be inspected, and bicycles that appear to be abandoned will be tagged for a reasonable notice period, as set out on the tag. If the resident does not deal with their bicycle in the manner set out on the tag or otherwise remove the tag, after the

expiry of the notice period, the University will remove and dispose of such bicycles. Residents are required to check their bicycles at least every two weeks to ensure it has not been tagged for removal. The University shall not reimburse or otherwise compensate any resident nor the owner of any bicycle (if not the resident) for loss or loss of use of a bicycle deemed to be abandoned and disposed of in accordance with this section.

### c) Theft or damage

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

## 1.36 Security

You are responsible for taking reasonable precautions to ensure that your accommodation and the building in which it is located are protected from a breach of security. This includes, but is not limited to, locking your door(s) and window(s), not forcing or propping open building entrance doors, not permitting unknown persons into residence buildings, and immediately reporting strangers or security concerns. You are not permitted to copy any key or keycard provided by Student Housing and Hospitality Services.

## 1.37 Protection of Privacy

Personal information in possession of Student Housing and Hospitality Services about the resident will not be released to persons outside the University administration, including family members or friends, without the written consent of the applicant, unless permitted or required by law.

## 2.0 RESIDENCE LIFE

### 2.01 Statement of Rights and Accompanying Responsibilities of the Individual within the Residence Community

The well-being of the residence community rests on the balance of the community's ability to meet the needs of the individual and vice versa. This balance is best achieved when everyone is aware of their rights and accompanying responsibilities to themselves, others and the community. The following guiding principles describe the rights and accompanying responsibilities of the individual within the residence community:

- Every person in the community can expect consideration and respect for their feelings and needs, and in return has the responsibility to conduct themselves in a civil manner and to show respect for the rights of every other person in the community.
- Every person in the community can expect to live in an environment where their possessions and the communal space are shown respect by every other person.

### 2.02 Residence Standards Overview

The University is committed to ensuring that all members of the University community are able to study and work in an environment of tolerance and mutual respect, free from harassment and discrimination. The standards and regulations stated here strive to protect the well-being, safety and security of residents and contribute to a residence community that is conducive to residents' academic success, personal growth and development. These standards are applicable on or about all residence properties managed by Student Housing and Hospitality Services (which includes but is not limited to all residence buildings, parking lots, and surrounding grounds), and during all residence-

related events, even if these events take place outside residence property.

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

### 2.03 Residence Standards Process

When an alleged violation of the residence standards and regulations is brought to the attention of the Residence Life Manager, he or she is responsible for ensuring that an investigation is conducted, and for deciding, where necessary, upon the appropriate sanction.

If you are found in violation of a residence standard or regulation outlined in Section 3.0 of this Contract you may be warned or assigned one or more standards points. If four or more points are received or accumulated, the University may terminate this Contract, evict you from your accommodation and bar you from visiting University residences. Standards points remain on record for twelve months, or as stipulated upon eviction.

In addition to the assignment of standards points, other discretionary conditions or learning opportunities may also be required and form part of the sanction. These conditions may include restriction of privileges, required transfer to different accommodation, required transfer to different accommodation, a behavioural contract, work assignments, service to the University, or other related assignments including, but not limited to, research and a written statement or paper, awareness programs for alcohol/drug misuse, or any other sanction deemed appropriate by the University.

In addition to a sanction, you may be required by the Residence Life Manager to participate in a professional health assessment or minimum number of counselling sessions to ensure your safety and well-being or that of other residents.

Your failure to comply with the sanctions or other measures imposed under this Section is, itself, a violation of these residence standards and regulations and may result in further action by the University pursuant to this Contract.

If the Managing Director of Student Housing and Hospitality Services, or his or her designate, is of the opinion that you pose a threat to the well-being or ability to study of yourself, or any other resident, then he or she may, without notice impose immediate sanctions including eviction from your accommodation, a ban from all residence property, including parking lots, and surrounding grounds, and termination of this Contract.

You may appeal the assignment of standards points and/or the sanction imposed according to the procedures outlined by Student Housing and Hospitality Services in its residence standards appeal brochure, as it may be amended from time to time.

In addition to being investigated and acted upon by the Residence Life Manager, incidents may be:

- referred to the University's Equity office, and/or
- investigated under the University's discipline procedures, and/or
- investigated under any other applicable policy of the University, and/or referred to the police or other law enforcement agency.

For information about the residence standards process and procedures, please consult the online residence standards article and the residence standards appeal brochure available at [www.housing.ubc.ca/after-move-in/residence-standards](http://www.housing.ubc.ca/after-move-in/residence-standards), and/or see your Residence Life Manager.

## 3.0 RESIDENCE STANDARDS AND REGULATIONS

You are expected to use reasonable foresight to choose actions that do not place the safety or well-being of yourself or others at risk. These standards and regulations are an important part of this Contract. Violation, or actions that contribute to or facilitate the violation, of any of the following regulations are a breach of this Contract and may result in a standards action, sanction and eviction from residence, as well as other actions described in Section 2 above and this Section 3, below.

The University will not accept ignorance, anger, alcohol or substance abuse as an excuse, reason or rationale for violation. If you choose to be part of a group that is violating residence standards and regulations you may collectively and individually be held responsible for the violation.

### 3.01 Alcohol use in residence

Residents who choose to consume alcohol must do so responsibly, and will be accountable for their actions.

- a) Drinking alcoholic beverages or carrying unsealed liquor is permitted only in residents' rooms, designated floor lounges, and at licensed residence events.
- b) Drinking alcoholic beverages or carrying unsealed liquor is not permitted in any other areas including, but not limited to, patios, courtyards, elevators, washrooms, laundry rooms, phone booths, hallways, stairwells, commonsblock corridors, main floor foyers, house lounges (except as expressly permitted by the Residence Life Manager), and areas outside the residence.

- c) Participating in drinking games is not permitted. Drinking games are games which involve the consumption of alcohol and usually involve swift consumption and/or high volume consumption. Some examples are: "beerpong," "funnelling," "shotgunning" using a bier stick or otherwise, "quarters," and "floor crawls." This list is not exhaustive, and the University may stop and take action against any resident participating in any activity, whether listed above or not, which is, in the Residence Life Manager's opinion, a drinking game.
- d) Possession and/or consumption of 'common source' alcohol (e.g.: keg cans, large containers of pre-mixed alcohol, et cetera) within residence is prohibited.
- e) Residence/house/floor funds may not be used to subsidize or provide alcohol.
- f) All parties in residence must be registered with the Residence Life Manager. See Appendix II for more information. To register a party, obtain the Function Responsibility Form from the Residence Life Manager and complete and return it before organizing the party. Parties are permitted on Friday and Saturday evenings. Parties are not permitted during exam periods when extended quiet hours are in effect. Alcohol may not be sold, and floor/house/residence funds may not be used to subsidize or provide alcohol. Policies specific to hosting a party are printed on the Function Responsibility Form. Violation of these rules may result in standards action.
- g) Before organizing or hosting a licensed event in residence, contact the Residence Life Manager to obtain information about and permission to obtain a Special Occasion License and review

the provincial laws and residence rules and regulations related to the use of alcohol in residence. Licensed events are only permitted to occur in a specific location in each residence. At a residence event where alcohol is served or sold, the event organizer(s) will adhere to provincial laws, the University's rules, policies and procedures, and residence rules related to the use of alcohol including, without limitation, applying for the appropriate liquor license and complying with all obligations thereunder. All servers, paid and unpaid, must: (a) have received Serving It Right training, and (b) provide upon request a copy of their Serving It Right certificate.

Failure to adhere to the rules, regulations, policies and procedures of the University and Student Housing and Hospitality Services governing the use of alcohol in residence may result in the function being terminated at once, the withdrawal of future party privileges, the suspension of further licensed events, and/or the assessment of standards points and discretionary conditions, and/or eviction from residence.

### 3.02 Attack on the Dignity and Security of an Individual

Activity (verbal, written, graphic, physical) that is threatening, racist, sexist, homophobic, or any form of discrimination, harassment, sexual harassment or unwanted sexual attention is prohibited, and may result in eviction from residence. This can include, but is not limited to: posting or distributing material and/or behaving in a manner that is offensive and may contribute to an intimidating, hostile or uncomfortable environment; putting offensive posters/pictures in areas available to public view, including windows

or common areas; using e-mail or other electronic messaging, voice mail, message boards, mail, computer networks or other mediums to convey obscene or otherwise objectionable messages or materials; writing graffiti in residence buildings or encouraging or engaging in offensive acts or behaviour; and repeatedly following or attempting to make unwanted contact with another person.

### 3.03 **Barbecuing and Outdoor Grilling**

Barbecuing and outdoor grilling is only permitted in areas authorized by the Residence Life Manager. It is not permitted inside residence buildings, on balconies, or on walkways. Where barbecuing and outdoor grilling is permitted, the grill or barbecue must be attended at all times. Barbecuing and outdoor grilling must be carried out a sufficient distance away from the building as not to create a nuisance, disturbance or inconvenience to other residents or other members of the University community, or cause damage to or otherwise endanger any person's property.

### 3.04 **Cablevision**

Residence fees include basic cablevision services. Any additional services charged by the cablevision service provider (for example, on-demand rentals, pay-per-view, and additional channels) will be charged to you and such charges are payable on demand. Tampering with the cable, cable splitting or splicing, diverting the signal or attempting any other unauthorized access to cablevision is prohibited.

### 3.05 **Residence Food Outlet Conduct**

Inappropriate or disruptive behaviour in a dining room or retail food outlet located in a residence managed by Student Housing and Hospitality

Services is not permitted and may result in sanctions, including eviction.

### 3.06 **Cleanliness Standards**

Residents are expected to keep shared living areas and the exterior of their room/unit doors clean. Failure to do so may result in cleaning charges, and/or further action as may be deemed appropriate by Student Housing and Hospitality Services. Common area damage or unreasonable mess may result in shared assessments, the possible relocation of the residents of the unit, and/or denial of future residence assignment. See Section 1.29 Housekeeping.

### 3.07 **Cooperation with Staff and Others**

Residents and guests shall cooperate with requests from staff members, emergency personnel and police. Failure to cooperate with, and/or verbal or physical harassment or abuse of a staff member (residence life staff, housekeepers, Front Desk personnel, trades staff, third-party contractors, emergency and/or police personnel, et cetera) may result in standards action, eviction from residence, and/or referral to the University disciplinary process. Misleading or not cooperating with a standards investigation may result in standards action.

### 3.08 **Damage to Property**

Damage to the personal property of other residents or damage to residence or residence association property including, but not limited to, posters and advertising materials is prohibited and may result in eviction from residence and an assessment for, without limitation, damages. See Appendix II for additional information.

### 3.09 **Dangerous Activity**

Participating in activities that are dangerous or potentially harmful to any person or property is prohibited and, any participation in such activity, regardless of whether it is you, your designated roommate or your guest(s) that are actually engaging in the activity, may result in eviction. Restricted activities include any activity that, in the opinion of the Residence Life Manager, are dangerous or potentially harmful to any person or property. This includes, but is not limited to: smashing objects, breaking glass, dangerous horseplay (e.g.: "dog piling," wrestling, et cetera), climbing the outside of residence buildings, climbing into residence through windows, setting fires of any size in or about the accommodation or anywhere in residence or on residence grounds, which includes setting any objects, regardless of size, on fire (except as expressly authorized in this Contract).

### 3.10 **Drugs**

The possession, use, trafficking (which includes manufacture, sale, giving, administering, transporting, sending, delivery, distributing) or offering to do anything related to the possession, use or trafficking of illegal drugs is prohibited. For greater certainty, marijuana, hashish and their derivatives are considered illegal drugs for the purposes of this Contract. Any involvement, whether direct or indirect, in any illegal drug or drug-related activity is prohibited. Possession of paraphernalia that is associated with the possession, use or trafficking of illegal drugs is prohibited. These activities may result in eviction and referral to the police.

### 3.11 Elevator Tampering

Tampering with elevator safety systems or engaging in activities that may damage or interfere with the operation of the residence elevators are prohibited, and will result in an assessment for, without limitation, the cost of repairs and possible eviction from residence.

### 3.12 Explosive Materials

Possession of explosive or flammable material including, but not limited to firecrackers, fireworks, dynamite, gasoline, or other such materials, is not permitted on residence property. Possession of the same may result in eviction. Propane tanks are not permitted in residence buildings.

### 3.13 False Identification

Using false identification for any reason, including gaining access to a licensed event when underage or signing out a key, is prohibited, and may result in referral to the police.

### 3.14 Guests or Visitors

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

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

Residents must be present as hosts of their guests at all times, however their failure to be present does not mitigate or relieve their responsibility for their guests' behaviour. Residents are responsible for their guests' actions until the guests leave the residence property.

Accompanying or acting as a host to a former resident who was evicted and does not have visiting privileges, and/or a person whose visiting privileges have been revoked, is prohibited.

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

Residents may accommodate overnight guests in their rooms for a maximum of four nights in any given month. Residents may be evicted for guests' stays which exceed this period of time or are a disturbance to the floor, unit/apartment. No extra bedding is available and guests may not sleep in the lounge or common area. No person may be the guest of more than one resident in succession. In exceptional circumstances, extensions may be granted by the Residence Life Manager.

Single residents of one bedroom apartments may invite a maximum of one additional person to be a roommate. The roommate must be registered as such with Student Housing and Hospitality Services. The roommate must comply with the age requirements for that particular residence. The principal resident is responsible for the roommate's compliance with all conditions of this Contract.

### 3.15 Illegal Entry

The resident must have written permission to enter another's room and do so only with authorized use of the prescribed key, without manipulating the lock, the door or the window. Unauthorized entry for any reason is prohibited, and may result in eviction and referral to the police.

### 3.16 Inappropriate Behaviour

In addition to the other provisions of Section 3, any conduct which is inappropriate or disruptive to the residence community or the University, as determined by the Residence Life Manager, is prohibited and may result in eviction.

Without limiting the foregoing, inappropriate behaviour includes "mooning," public urination and nudity visible outside of the resident's room.

### 3.17 Initiations/Hazing

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

### 3.18 Noise

Residence is a densely-populated community, located in a vibrant and growing community. You must expect some reasonable living noise. Absolute silence is not possible. However, as is set out in this Section, residents are not permitted to create excessive noise.

In all residences, residents are expected to be considerate of their neighbours 24 hours a

day, seven days a week. An individual's right to reasonably quiet study and sleep supersedes others' rights to make noise. In cases of dispute, the residence life staff will determine what is reasonable. If someone asks that you be quiet, respect that person's wishes and reduce your noise.

There may be no loud playing of radios, televisions, stereo or other audio equipment or musical instruments except during approved parties. Audio equipment may not be played such that sound, and especially the bass (low frequency sound) can be heard outside of the resident's room or unit. Subwoofers are not permitted in your room, accommodation or unit.

Musical instruments may not be practised or played in the resident's room or unit except as authorized by the Residence Life Manager. Residents may be required to practice their musical instruments elsewhere on campus. Instruments that are stationary or not easily transported to a practice area (for example, acoustic pianos, et cetera) are not permitted in residence.

The use of the outdoor sports facilities such as the basketball or tennis courts near residences is restricted to "non-quiet" hours, and there may be special, limited hours of use during examination periods, or other times as designated by the Residence Life Manager.

In addition to being considerate at all times, quiet hours are those times during which residents are prohibited from making noise which can be heard outside of their unit, or which may disturb the resident's roommate in any way (if applicable), or which can be heard outside the residence building and may disturb a resident inside the building.

This refers primarily, but not exclusively to talking, noise from audio equipment, radios, televisions, musical instruments, computer equipment and telephones.

#### **Quiet Hours**

The quiet hours are as follows:

Sunday–Thursday 10 pm to 7 am  
Friday and Saturday nights 1 am to 7 am

#### **Exam Quiet Hours**

During exam periods, starting no later than the first Saturday following the last day of classes and through to the last day of exams, quiet hours are from 6 pm to 7 am daily. These may be further extended in each residence area.

Noise regulations may not be changed by a vote of residents of the building. See Section 1.32 Construction and Maintenance.

#### **3.19 Open Flame**

Unattended open flames, such as a burning candles or incense, are not permitted in residence.

#### **3.20 Parties/Social Gatherings**

Parties/social gatherings must be registered with and approved by the Residence Life Manager and may only take place on Friday or Saturday nights. See Appendix II for additional information.

#### **3.21 Pets and Guide Animals**

Residents are not permitted to keep pets or animals in the accommodation or on the residence property, even temporarily. Guests may not visit the accommodation with pets or animals.

The resident or their designated roommate may keep a guide animal (as defined in the

*Guide Animal Act* of British Columbia) in their accommodation provided the resident provides such documentation acceptable to Student Housing and Hospitality Services to verify that:

- a) the guide animal is certified as a guide animal pursuant to the *Guide Animal Act* of British Columbia; and
- b) the guide animal is required by the resident or their designated roommate at the accommodation due to a documented disability.

Student Housing and Hospitality Services will make those arrangements and accommodations that Student Housing and Hospitality Services deems to be reasonable and suitable for residents requiring guide animals and those other residents that may be affected by the presence of guide animals. Accordingly, you must inform Student Housing and Hospitality Services about your or your designated roommate's requirement to reside with a guide animal and provide the information described above before the arrival of the guide animal at residence.

Any guide animal must be kept in such a manner so as not to disturb, threaten or create a nuisance to other persons or Student Housing and Hospitality Services and, without limiting the foregoing, keep the guide animal in accordance with the applicable Student Housing and Hospitality Services policies, rules and regulations. If during the term of this Contract, you or your guest(s) require that a guide animal reside in your accommodation, even temporarily, you must inform Student Housing and Hospitality Services providing the information described above before the arrival of the guide animal at residence.

### 3.22 **Playing Sports or Sporting Activities in Residence Buildings, Hallways or Common Areas**

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

### 3.23 **Prohibited Areas**

Residents are not permitted access to unauthorized areas unless accompanied by a representative from Student Housing and Hospitality Services. This includes areas not normally used by persons other than staff, and includes but is not limited to the top of covered walkways, roof tops, fields/recreation areas marked “closed,” mechanical rooms, hot water tank rooms, or any area marked “off-limit to unauthorized personnel,” “staff only” or “closed,” et cetera. Accessing these areas is prohibited and may result in eviction and/or referral to the police.

### 3.24 **Raids or Pranks: Inappropriate or Destructive**

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

### 3.25 **Removal of University Property**

Removing furniture or property from lounges and other common areas without permission of the Residence Life Manager is not permitted. Taking university property out of a residence area without permission of the Residence Life Manager is considered theft and may result in eviction and referral to the police.

### 3.26 **Safety/Security/Fire Equipment**

Safety equipment including sprinklers, smoke detectors, heat sensors, fire exit signs, fire extinguishers, pull stations, hoses, alarm bells, and any other safety equipment is necessary to safeguard residents. Activating, handling, using, or interfering with any fire or safety equipment for any reason other than an emergency is prohibited and may result in eviction whether such actions were intentional or not. Examples include but are not limited to discharging fire extinguishers, touching fire alarm pull-stations or fire hoses, hanging objects from sprinkler heads, or striking safety equipment with an object, et cetera. See Appendix II for additional information.

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

Tampering with, forcing or disabling a door’s locking mechanism, or propping open a locked door and leaving it unattended, is prohibited. Copying keys, keycards or keyfobs issued by Student Housing and Hospitality Services is prohibited.

### 3.27 **Smoking and Incense**

The term “smoking,” as used in this Contract, and in the policies, rules and regulations applicable in respect of your accommodation and the residence property, is deemed to include, without limitation: smoking cigarettes, cigarillos, and cigars; smoking using pipes, hookahs, shishas, and any other smoking devices; and the use of electronic cigarettes.

Smoking is not permitted in residence buildings or on residence balconies. Residence rooms and all common areas, such as house or floor lounges, study rooms, laundry rooms, elevators, washrooms, Commonsblock halls, main floor foyers, stairwells and hallways are non-smoking areas. Smoking outside buildings will take place a minimum of six (6) metres from the outermost exterior of the building (i.e.: building overhangs, balconies, entrance canopies, et cetera).

At the request of the Residence Life Manager, the resident shall refrain from the burning of incense or scent, or certain kinds of incense or scent, in their unit or elsewhere in residence. At the request of the Residence Life Manager, the resident shall remove hookahs, shishas or any other smoking device from their accommodation.

### 3.28 **Theft**

Theft or possession of another person’s property without permission is prohibited and may result in eviction, and/or referral to the police.

### 3.29 **Throwing or Falling Objects**

Throwing, dropping, knocking or ejecting objects from residence buildings, windows, balconies or stairwells, whether intentionally or unintentionally, is prohibited and may result in eviction. For greater clarity, you must not place objects on windowsills close to any windows that open and you must ensure that all objects stored on balconies are secured such that they will not fall or be blown off the balcony.

Throwing snowballs or other objects at residence buildings is prohibited.

### 3.30 Cooking

Cooking devices that are open-coil, open-flame or gas-based, including but not limited to hot plates and butane-burners, are not permitted in residence buildings. For barbecues, see Section 3.03 Barbecuing and Outdoor Grilling.

Residents must be in attendance at all times while preparing food in/on any cooking appliances, including but not limited to microwaves, toasters, stoves, et cetera. Permitted cooking appliances may be used in designated areas only.

### 3.31 Unauthorized Key Possession and/or Use

Unauthorized possession or unauthorized use of residence keys is prohibited and may result in eviction. The resident is not permitted to copy any key, keycard or keyfob provided by Student Housing and Hospitality Services.

### 3.32 Unauthorized assignment

You alone, and, if expressly permitted pursuant to this Contract, your designated roommate, may occupy the accommodation. This Contract and your accommodation cannot be assigned, “sublet,” lent or otherwise shared with another person without the prior written authorization of the University, such authorization is exercised by the University in its absolute discretion and may be withheld and withdrawn for any reason. This is so even when money or other consideration are not exchanged. Unauthorized assignment, “subletting,” sharing or lending is a breach of this Contract and will result in the eviction of the other person(s) occupying or sharing your accommodation and may result in the University evicting you.

### 3.33 Vehicles in pedestrian courtyards

Vehicles, including motorcycles and mopeds and scooters, are not permitted to be driven or parked in pedestrian courtyards or fire lane areas. Consequently, they may be ticketed or towed at the owner’s expense. During residence check-in and check-out times, between 8 am and 10 pm, residents must obtain written authorization from the staff at the Front Desk to bring a vehicle into the pedestrian courtyard or area to load or unload their belongings.

### 3.34 Violence/Physical Aggression

Physical aggression, violence, and/or sexual assault are not tolerated in residence.

**Physical aggression**—Any physically aggressive or violent behaviour, such as fighting, hitting, punching, slapping, kicking, pushing, pulling, throwing objects at another, et cetera.

**Sexual assault**—Any unwanted act of a sexual nature imposed by one person on another without consent, such as fondling or sexual intercourse.

Behaviours described in Sections 3.02, 3.08, 3.16 may also be considered as violence and are not tolerated in residence.

Anyone engaging in physically aggressive behaviour or sexual assault may be evicted from residence, and may be referred to the police and/or University Disciplinary Committee and/or Equity office.

The need for self defence is recognized. Physical self defence is acceptable only when the resident has no other means to escape another’s physical aggression, and then only at a level necessary to escape. See Appendix II for additional information.

### 3.35 Weapons

Residents and their guests are not permitted, at any time, to bring onto or keep in your accommodation or the residence property, any of the following (each of which is described as a “weapon”):

- Any real or replica projectile weapons, including but not limited to real or replica firearms, air guns, cross-bows, sling shots, paint-ball guns and air guns which includes BB guns; or
- Blades including but not limited to swords, bayonets, epees, and blades used in martial arts; and
- Any other weapons, whether used for martial arts or other forms of combat training, or otherwise.

Wielding any object in a threatening or aggressive manner may result in eviction and referral to the police.

### 3.36 Signs

No signs (electric or otherwise), posters, banners or flags of any size may be hung outside, or around the residence, except with permission from the Residence Life Manager.

## APPENDIX I

### Useful Contact Information

If you have questions regarding housing assignments, services, facilities, rates and payments, contact:

Student Housing and Hospitality Services  
Main office at  
2205 Lower Mall  
Marine Drive building 6  
Vancouver, BC V6T 1Z4

Phone: 604-822-2812  
Fax: 604-822-6935

E-mail: [yearround@housing.ubc.ca](mailto:yearround@housing.ubc.ca)

Website: <http://www.housing.ubc.ca>

If you have any questions about residence life programs, staff, activities, residence standards, contact the Residence Life Manager:

Shandy Clement  
604-822-0959  
Fairview Crescent, Fraser Hall, and Thunderbird  
Residence  
E-mail: [shandy.clement@ubc.ca](mailto:shandy.clement@ubc.ca)

## APPENDIX II

### Contract Related Terms

#### Physical Aggression, Violence and Self Defence

Refer to Section 3.34 Violence/Physical Aggression. The need for self defence is recognized. Physical self defence is acceptable only when the resident has **no other means to escape another's physical aggression, and then only at a level necessary to escape**. You are expected to:

- 1) Avoid (conflict) situations that escalate to the point that your physical safety is at risk.
- 2) Walk or run away. Get away from the unsafe situation, even if it means a loss of face or pride. Shout for help. Then immediately seek assistance from the residence life staff.
- 3) If those strategies fail, you are expected to use only the amount of force required to create the opportunity for escape, and immediately seek assistance from the residence life staff.

#### Guests, Visitors, and Parties

Refer to Section 3.01 Alcohol Use in Residence and 3.20 Parties/Social Gatherings. Friends and socializing are an important part of life on campus. In residence, as in life, it is important that your social agenda does not disrupt others. So, we have some basic rules about social gatherings and parties. First we consider it a party if:

- There are seven or more people present.
- Alcohol is being consumed.
- You are noisy enough to attract attention or distract others.

If you are having a social gathering or party in Fraser Hall, you are required to pre-register your function with your Residence Life Manager. To do so meet with your Residence Life Manager at least 48 hours before your function to complete a Function Responsibility Form; it is not a lengthy process. If you're not sure if your social gathering needs to be registered, consult with your Residence Life Manager.

Registered parties/social gatherings must abide by the terms of the Function Responsibility Form. One other thing to note — unit or private social functions aren't permitted on the same nights as Residence Association or residence-wide events.

#### Safety Equipment

Refer to Section 3.26 Safety/Security/Fire Equipment.

- Do not disturb or hang things from the fire safety sprinkler heads in your room, lounge or corridors. If they are accidentally activated, the resulting damage will be extensive and expensive for you.
- Never cover or disconnect the smoke or heat detector in your room. If it malfunctions, immediately call the Front Desk and the staff will advise you what to do. If a smoke or heat detector is found disconnected or disabled (without permission), all the residents of that room or unit will be at risk of standards action, and will be assessed for reconnection or repair.

## Damage to Walls

Refer to Section 3.08 Damage to Property.

- Do not use nails, screws, hooks, glue-on hangers, scotch/masking/duct tape on your walls. You will be at risk of receiving an assessment for, without limitation, the damage.
- To hang posters, please use only poster magic mounts which are available at the Front Desk (for free), or the 3M Command poster strips available at retail stores.
- To hang pictures or decorations use the removable 3M Command picture strips or sawtooth/wireback picture hangers. These are inexpensive and widely available at grocery or hardware stores.

## Assessments

Refer to Section 1.0 for the definition of an assessment and 1.21 Damages and Costs. Upon receiving an assessment notice choose one of these two options:

1. Pay the assessment on-line by the due date, or request an extension from the Residence Front Desk Services Coordinator or Residence Life Manager before the due date. Reasonable requests will be accommodated.
2. Appeal the assessment online before the due date. You have to pay the assessment when you submit your appeal.

If you do not pay or appeal your assessment by the due date, it will be applied to your university account. If your account with the University is not in good standing, you will be blocked from future academic registration and residence accommodation.

## Protect your Electrical Equipment

Refer to Section 1.19 Liability. Computers and other electronic equipment are sensitive to electrical disturbances. These disturbances can occur frequently and have the potential of disrupting or damaging your sensitive electronic equipment. You can take the following actions to reduce the risk of electrical problems:

- Limit the amount of equipment plugged into one outlet.
- Use three-pronged plugs for equipment that requires them. Never remove the grounding pin from the plug.
- Purchase a good quality “surge suppressor.” This is different from a power bar.

## Carry Insurance

Refer to Section 1.19 Liability and 1.20 Insurance. Please consider the following:

- What does your insurance cover (e.g. damage or loss due to theft, water, fire, earthquake, flood)?
- Is your coverage right for your needs (e.g. depreciated or replacement value)?
- How much insurance do you need to fully protect your belongings?
- Ask your insurance agent about terminology you don't fully understand.

## APPENDIX III

### Cancellation Prior to Move-In Date

To cancel the Contract before the Move-In Date you are required to give written notice of cancellation online at <https://secure.housing.ubc.ca> or to Student Housing and Hospitality Services, 2205 Lower Mall, Marine Drive building 6 by the applicable dates outlined below. Residence fee refunds will be based on the refund and forfeiture policies outlined below.

- a) The \$50 residence application fee is non-refundable.
- b) From March 15, 2011 until the day preceding the Move-In Date, residence cancellations will be subject to a \$800 cancellation fee. The cancellation fee will be refunded in the circumstances noted in sub-section (c).
- c) Criteria to qualify for the exceptions noted in (b) are as follows. Evidence acceptable to Student Housing and Hospitality Services must be provided with your written notice of cancellation and must be received at Student Housing and Hospitality Services, 2205 Lower Mall, Marine Drive building 6, by the Move-In Date demonstrating that:
  1. You are not admitted to UBC; or
  2. You have a substantiated medical condition preventing University attendance; or
  3. The University has cancelled your courses.

## APPENDIX IV

### 2011/2012 Residence Fees\* Fraser Hall

RESIDENCE	YEAR ROUND <sup>1</sup>	DUE	MONTHLY PAYMENTS	FINAL PAYMENT
	May 1/2011–April 27/2012			
	<sup>1</sup> Current residents April 28/2011 to April 26, 2012	on acceptance	May 1 /2011 to February 1 /2012	March 1/2012
<b>Fraser Hall</b> (fees include utilities, Shaw internet and basic cablevision)				
Shared six-person	\$8,280.02	\$800.00	\$699.72	\$482.82
One bedroom	\$12,977.97	\$1,450.00	\$1,096.73	\$560.67
<i>*All residence fees are subject to approval by UBC's Board of Governors</i>				