

University of New Brunswick

Fredericton Residence Division



**2020-
2021**

RESIDENCE CONTRACT

Residence Life, Residence Facilities, and Residence Administration- Student Services

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INTRODUCTION

This contract applies to the following residences located on or in close proximity to the Fredericton campus of the University:

- Aitken
- Bridges
- Elizabeth Parr-Johnston
- Harrison
- Joy Kidd
- Lady Beaverbrook
- Lady Dunn
- MacKenzie
- McLeod
- Neill
- Neville/Jones
- Tibbits

Faculty and staff who wish to reside in residence are not eligible for residence governed by this Contract, but may apply for accommodations in Magee House, our family housing building, or in our Residence apartments. Students who wish to reside in residence with their children are also not eligible for residence governed by this Contract, but may apply for accommodations in Magee House, our family housing. Please email mageehouse@unb.ca for more information regarding Magee house (for families) or resadmin@unb.ca for Residence apartments (graduate students, faculty or staff without children).

This is a legally binding agreement between you and the University as represented by the Residence Office, Residence Life within the department of Student Services (“RO”, “RL” or “Residence Life”). This document and your Residence Contract Acceptance, comprise the contractual agreement between you and the University (henceforward referred to as the “Contract”).

Important for September 2020: Your room assignment/offer of UNB residence accommodations is conditional on your in-person classes resuming and residences being open and operating normally in September 2020. Due to the uncertainty created by the COVID-19 pandemic, the University of New Brunswick reserves the right to delay residence occupancy or revoke residence accommodation offers completely.

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 all residents are 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:

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

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 clarifications, please refer to <http://www.unb.ca/fredericton/residence/> or contact Residence Administration at (506) 453-4800 (additional contact information is listed in Appendix 1 of this Contract.)

Section 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 guests while present on or about residence property (which includes but is not limited to all residence buildings and dining halls operated by the Residence Division including their parking lot, and surrounding grounds), and during all residence related events, even if the events occur off campus. Living with others in 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 residence environment that has a mandate to support the University's academic mission.

Section 4.0 UNB Food Services

Dining Hall operations are suspended for the 2020-2021 academic year due to COVID-19 and our limited residence occupancy. No dining plans will be available.

- a) Students who reside in Aitken, Bridges, Harrison, Joy Kidd, Lady Beaverbrook, Lady Dunn, MacKenzie, McLeod, Neill, Neville/Jones, or Tibbits are required to purchase a residence meal/dining plan, each of which are referred to in this contract as a "Residence Meal Plan" or "Residence Dining Plan". Section 4, the UNB Food Services section of this contract, outlines the Residence Meal Plans, and the rules of conduct for the dining halls.
- b) Students who reside in Elizabeth Parr-Johnston may choose to purchase an optional meal plan which can be used in all residence dining halls. Applicable dining cash may be used at select retail shop outlets on campus.

1.0 ADMINISTRATION

Interpretation of Terms

In this Contract:

The resident will be referred to as "you," or "your," "resident," "residents," "student," or "students"; "Your accommodation," "the accommodation", "your room", and "your unit" refer to the room identified on your Room Assignment, and may be amended from time to time by agreement and, in particular:

If you live in a one-bedroom suite, it refers to your entire living space; and

If you live in shared accommodations, it refers to your room and the living area you share with other residents. The living area that you share with other residents, together with your roommate, and every other resident's room is also referred to as your "unit" or "suite";

An "assessment" means a bill for an amount, determined by the University, that you owe to the University on account of one 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 any other of 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 Residence Meal Plan fees if applicable, assessments, costs, interest, and amounts owing as a result of any breach of this Contract;

“Guest” refers to 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):

Guests will not be permitted for the 2020-2021 academic year due to COVID-19

“Move-In Date” means the date identified as such on your Residence Contract Acceptance, unless otherwise agreed by you and RL;

For 2020-2021, Individual Move-in Dates will be assigned to students in adherence with COVID-19 best health and safety practices to avoid crowding.

“Move-out Date” means the date identified as such within this Contract, unless otherwise agreed by you and RL;

“Residence fees” means the residence fees applicable to your accommodation, as set out in the fee payment schedule listed on the University’s Financial Services website, which for greater certainty, include utilities, telephone, and high speed Internet; cable is provided in certain lounges, and in the living rooms of EPJ suites.

“University” and “UNB” mean The University of New Brunswick. Residence, a division of Student Services, is a department of the University and has the power to act on behalf of the University in respect to this Contract. References to Residence or RL refer to the University, acting through RL.

1.01 Binding Contract

By agreeing to the terms and conditions of the Residence Contract, you have accepted an offer from the University for accommodations in a student residence managed by the Residence Office. By accepting this offer and/or by moving in to our residence accommodation, you have confirmed that you agree to comply with the terms and conditions outlined in this contract.

Prior to accepting your residence room offer you must agree to the terms and conditions of the Residence Contract. Prior to moving into your assigned accommodations, you must complete the Emergency Contact/Key Card. Even if you omit a step in the acceptance or move-in process, you agree that by taking possession of validly offered accommodations establishes a contract between you and RL on the terms and conditions set out in this Contract.

1.02 Contract Term

The Contract term commences at 9:00am on the Move-In Date and ends at 12:00pm on the Move-Out Date when you have returned your residence keys, by which time you must have vacated and surrendered your accommodation to the University.

As set out in this Residence Contract, your accommodation occurs within one of the following sessions (each, a “Session”):

Fall Term only; Winter Term only; Fall and Winter Term

These Terms take place during the following dates:

	Commencement Date (Also referred to as Move-In Date)	Residence Closed During Winter Holiday Break	End Date (Also referred to as Move-out Date)	Eligibility
Fall and Winter Term	Individual Move-in Dates will be assigned to students in adherence with COVID-19 best health and safety practices to avoid crowding.	<i>Students must vacate 24 hours after their final Fall Term exam but no later than the day after the final regular scheduled December exam at noon. All buildings will be closed through January 4, 2021 except Elizabeth Parr-Johnston. See Section 1.03 for information</i>	<i>Students must vacate 24 hours after their Winter Term final exam but no later than 12:00 noon on the day after the final regular scheduled Winter Term exam.</i>	<i>All students</i>
Fall Term only	Individual Move-in Dates will be assigned to students in adherence with COVID-19 best health and safety practices to avoid crowding.	<i>N/A</i>	<i>Students must vacate 24 hours after their Fall Term final exam but no later than 12:00 noon on the day after the final regular scheduled Fall Term exam.</i>	<i>Students must be enrolled in a program requiring them to leave Fredericton for the Winter Term or are completing their academic programs and leaving the University at the end of the Fall Term. In both cases, documentation is required.</i>
Winter Term only	Individual Move-in Dates will be assigned to students in adherence with COVID-19 best health and safety practices to avoid crowding.	<i>N/A</i>	<i>Students must vacate 24 hours after their Winter Term final exam but no later than 12:00noon on the day after the final regular scheduled Winter Term exam.</i>	<i>All students</i>

1.03 Residence Closure – Winter Holiday Break

If you reside in Aitken, Bridges, Harrison, Joy Kidd, Lady Beaverbrook, Lady Dunn, MacKenzie, McLeod, Neill, Neville/Jones, or Tibbits and have accepted accommodations for the Fall and Winter Terms, you must vacate your accommodation during the Winter Holiday Break. The Winter Holiday Break closure commences 24 hours after your final Fall Term exam, and no later than the day after the final regular scheduled Fall Term exam at 12 noon and ends at 12 noon on the Move-In day in January. During this period you are not permitted to access or reside in your accommodation, nor are you permitted to access or reside in any other residence building during this time unless you have been approved for an extended stay (see section 1.04 for more information on extended stays). You are permitted to leave your possessions at your accommodation. If you fail to vacate your accommodation during this period then you are in breach of this Contract and the University will pursue its remedies pursuant to Section 1.14. Students staying in Elizabeth Parr-Johnston are not required to vacate their accommodations during the Winter Holiday Break.

1.04 Extended Stays

Winter Holiday Break (between Fall and Winter Term)

Students that require accommodations for longer than 24 hours after their last exam of the Fall Term are required to complete an application for an extended stay. Details on how to apply for an extended stay will be provided to residents mid-semester. All Extended Stay applications for the winter holiday break will be granted for documented academic reasons or if the student's home or primary residence is outside of the Maritimes. The fee for the extended stay are separate and in addition to all fees associated with the Fall and Winter Terms. The Residence Office is closed over the holiday period and any student granted an extended stay for the winter holiday break, regardless of length of stay, will be charge the flat rate extended stay fee.

Summer

Students that require accommodations for longer than 24 hours after their last exam of the Winter Term, but not later than the date Residence closes for the academic year are required to complete an application for an extended stay. Details on how to apply for an extended stay will be provided to residents mid-semester. Winter Extended Stay Applications will only be approved for students for documented academic reasons, or for students who's home or primary residence is outside of the Maritimes, they are returning to this address immediately after leaving UNB, and are unable to arrange travel for an earlier date/time. Students will be expected to provide supporting documentation from their academic faculty, or supporting travel documentation. Summer Extended Stay Applications will not be approved for reasons outside of the reasons listed above. More specifically, extended stay requests will not be approved for any student moving from UNB residence to any location within the Maritimes, regardless of where their home or primary residence is located.

Students wishing to stay in residence beyond the date that Residence closes for the academic year (anytime after the final exam date of the Winter Term and throughout the summer months) must submit a Summer Residence Application. Summer Residence fees apply to all students who stay in residence past the date that residence closes for the academic year and are payable to Conference Services at the front desk of the Residence Administration Building. Summer Residence is housed in one traditional residence and one suite-style residence each year and, as such, most students will need to move from their academic year room into a different building and room for the summer months. This transition will typically occur within a week of academic year residence closing and will require students to pack up their belongings and move out of their academic year bedroom, return their old keys and sign out the keys for their new bedroom. At that time, the first payment for Summer Residence fees is due and the fee start date is the date that residence closes for the academic year. The end date for Summer Residence fees is either the date that a student moves out of residence, or in the case of students who stay in academic year residence the following Fall, the fee end date is the date that academic year residence re-opens for returning students in the Fall. If you have any questions about Summer Residence, please contact us at 453-4800 or summerresidence@unb.ca.

1.05 Additional Occupant

Students who wish to reside in residence with their children are not eligible for residences governed by this Contract and may apply for accommodations in the University student family housing (Magee House). You are not allowed to have any other person reside in your accommodation except as follows:

Additional Occupants or Guests will not be permitted for the 2020-2021 academic year due to COVID-19

1.06 Mandatory Meal Plan

If you reside at Aitken, Bridges, Harrison, Joy Kidd, Lady Beaverbrook, Lady Dunn, MacKenzie, McLeod, Neill, Neville/Jones, or Tibbits, purchasing one of the Residence Meal Plans described in Section 4.0 of this Contract is mandatory.

1.07 Communications Agreement

The University will provide Internet access to your accommodation. If you use the Internet service(s), you agree to abide by the conditions outlined in the UNB Acceptable Use of Information and Communication Technologies (which can be found on the UNB Information Technology Services website).

All Residence students or those associated with Residence in any official capacity (leadership position, volunteer, etc.) are required to use the UNB logos, name, building names, building logos, pictures of any UNB property, or any other item, picture or description of UNB or UNB Residence building or staff in a professional, respectful manner. Any students setting up social media accounts (Facebook, Instagram, Twitter, Snapchat etc.), videos or other means of communication that choose to use UNB or UNB Residence names, pictures, descriptions, or logos must do so in a manner that is respectful and professional. All social media accounts/pages/sites/videos set up in a manner that appears to represent UNB Residence must first seek permission to do so from the Director of Residence Life, and must allow monitoring by Residence Life staff (house websites etc.)

1.08 Eligibility

Age Criteria

- Students 19 and older prior to moving into residence have reached the New Brunswick age of majority (See the Age of Majority Act, R.S.N.B, 1973,c.A-4), are considered an adult, and may independently apply for UNB residence accommodations and sign the required residence contract.
- Students under 19 years of age have not yet reached New Brunswick's age of majority (See the Age of Majority Act, R.S.N.B, 1973,c.A-4) and therefore must have their parent or guardian's consent to apply. The parent or guardian must also sign the residence contract and agree to be responsible for all aspects of their student's care (medical, academic, conduct, financial etc.). Additional Provincial and Federal laws apply to students under 16 that, depending on a student's individual circumstances, may limit students' eligibility to stay in UNB residence. Please inquire with Residence Administration for further details.

Fall Term Only

Residents are generally required to contract for accommodations for the full Fall and Winter Term. You are not permitted to contract for the Fall Term only unless you can substantiate to the satisfaction of RL that you meet the following criteria:

- Your academic studies at UNB will conclude by the end date for the Fall Term and you will be leaving UNB completely, or a University-related academic pursuit will require your absence from Fredericton.

Academic Criteria

To be eligible to reside in residence at UNB you must be and remain registered as a full-time student (enrolled in 3 or more courses, or equivalent at your academic institution and maintaining a AGPA/CGPA of at least 2.0) during the applicable term. The UNB Residence's primary mandate is to provide residence accommodations to full time UNB students. Full time students that share a campus with UNB Fredericton (STU and NBCC) may request to live in a UNB residence but will only be assigned a room as space permits (please see assignment policy for more details). Students attending other institutions not listed above are not permitted to live in UNB residences.

Self-Care Criteria

Members of the residence community are required to demonstrate through day-to-day actions that they are able to care for themselves and behave in ways that will not negatively affect the welfare, safety, and success of themselves or others. Examples would include, but are not limited to, caring adequately for your own physical and mental health, being respectful of others, making adequate academic progress, managing health issues by following the instructions of medical professionals, and not causing, or threatening to cause, harm to oneself or others. It is also expected that students will seek out and / or accept assistance (from medical professionals or appropriate UNB staff members) for those situations they are unable to resolve on their own. If these self-care expectations are not met, students will be held accountable for their behavior and any negative impact on the community. Accountability may include referrals to campus supports, relocation, removed from residence or other appropriate

intervention. Students who require accommodation in residence due to a documented disability or significant ongoing medical condition are required to inform Residence Administration and the Student Accessibility Center as soon as possible.

1.09 Assignment Policy

RL will attempt to honour, but does not guarantee, your request for a particular type of accommodation. Failure to provide your preferred accommodation will not invalidate this Contract.

RL 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 building or different type of room. If this happens to you, you are required to pay the residence fees stipulated for the new accommodation. **If you are in a double room and your roommate moves out, you must only occupy your side of the room as you could be assigned a new roommate at any time. Failure to do so may result in any items occupied on the other side of the room being moved or disposed of, as well as an administrative charge of \$80 and possible disciplinary action.**

Fall Room Assignment Priority

Students are assigned to residence accommodations each Fall Term at UNB in groups. These groups are assigned to residence accommodations based on the following priority sequence (i.e. those in group 1 assigned first, those in group 2 assigned after all students in group 1 have been assigned etc.):

1. **Students returning to residence (have lived in UNB Residence at least one prior term), have an AGPA (or CGPA if AGPA is not available) of at least 2.0 and have completed their residence application and paid their residence application fee before May 15th.** Returning students that have reapplied, meet the required AGPA/CGPA, and have paid their residence application before May 15th are assigned a room prioritized by their UNB Residence points. UNB Residence points are calculated using the following formula:

$$\text{AGPA}^* + (\text{Number of Full Years at UNB with an AGPA above 2.0} + \text{Number of Full Years in Residence at UNB}) / 2$$

*AGPA is preferred but if a student does not have an AGPA, their CGPA will be used.

2. **New UNB students (have never lived in UNB Residence prior) that have completed their residence application and paid their residence application fee before May 15th and are a Currie or Schulich Scholar recipient.**
3. **New UNB students (have never lived in UNB Residence prior) that have completed their residence application and paid their residence application fee before May 15th.** New UNB students will be assigned a residence room in sequence, based on the day UNB received their Residence Application Fee.
4. **Returning UNB students and new UNB students that have paid their residence application fee after May 15th and all STU/NBCC students that have paid their residence application fee.** These students will be assigned a room in residence after all students above (groups 1 through 3) have been placed and in sequence based on the date UNB has received their complete residence application and residence application fee.

Please note:

- a. If you have documented medical or special needs, you may be given priority within your room assignment group for your preferred room type (not necessarily room location or building).
- b. All residence assignments are subject to room availability. UNB Residence may have variable room availability based on many factors including on-going renovation/construction. UNB Residence does not guarantee residence accommodation will be available for all assignment groups listed above, as space is limited.

1.10 Compliance with Laws etc.

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 RL. To the extent that if there is any discrepancy between matters dealt with both in this Contract and any other publication of RL, the provisions of this Contract shall prevail.

1.11 Contract Changes

Changes may not be made to the terms of this Contract without the written permission of the Senior Director, Residence, or the Director, Residence Life. During the Term of the Contract, RL may unilaterally change or delete any provisions of this Contract or add provisions to this Contract by sending you an email notification to your UNB email address or through written notification 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 Senior Director, Residence or the Director, Residence Life, the health and/or safety of any person may be adversely affected by a delay.

1.12 Rates and Payment

You agree to pay the residence and meal plan fees which are outlined in the fees section of the UNB Residence Website and on the UNB Financial Services website. If you choose, or are required to change your accommodations, you will be required to pay the fees stipulated for the new accommodation. If you request a particular type of room but are assigned something different, you are required to pay the fees for the accommodation you are assigned to.

Failure to pay your residence and meal plan fees by or on the date they are due will lead to forfeiture of your accommodation assignment. Charges for residence fees and meal plan fees will continue until you return all assigned keys to the Residence Administration Front Desk and with your completed Room Inventory Form.

The \$500 residence application fee is **not refundable** for any reason, **regardless of when you cancel**. If you apply for the Fall term and then subsequently choose to defer your arrival, you may carry over your application fee to be applied to your new application for the winter term of the same academic year. Application fees associated with deferred applications cannot be carried over to future academic years (for example from Fall or Winter 2019/2020 to Fall or Winter 2020/2021) or transferred to any other student or application process.

The minimum AGPA requirement for residence is 2.0.

1.13 Cancellation of the Residence Contract After the Move-In Date

By agreeing to the terms and conditions outlined in the Residence Contract students are responsible for the residence and meal plan fees for the duration of the residence contract dates (Fall and Winter). Students may request to cancel their residence contract for academic or compassionate reasons (health or wellness related reasons, family or personal crisis etc.) after the move-in date. Requests should be submitted in writing to resadmin@unb.ca or directly to the Residence Administration front desk. If a student's request to cancel their residence contract is granted, they will be subject to the applicable Cancellation Fee. The Cancellation Fee schedule follows.

Fall Cancellations

- Cancel before arrival
 - o Forfeiture of residence application fee of \$500
- Cancel from move-in to October 15th:
 - o Pro-rated refund per day, plus \$1,000 cancellation fee
- Cancel after October 15th:
 - o Responsible for residence fees for remainder of the Fall Term, plus \$1,000 cancellation fee

Winter Cancellations

- Cancel from move-in to February 15th:
 - o Pro-rated refund per day, plus \$1,000 cancellation fee
- Cancel after February 15th:
 - o Responsible for residence fees for remainder of semester. No refund given.

Check-out procedures for students moving out of residence:

- a) Obtain your room inventory form from the Residence Administration front desk
- b) Have a Residence Cleaner or Proctor inspect your room with you, but only after you are packed and have cleaned your room
- c) Return the completed room inventory form and your keys (residence entrance key, room key and mailbox key) to the Residence Administration front desk

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

- The date you return all assigned keys to the Residence Administration Front Desk and you hand in your completed and signed Room Inventory Form.
- The date RL, solely at its own option, deems you to have abandoned your accommodations; or
- Your contractual Move-Out Date.

Students who do not follow the check-out procedures will be charged an \$80 improper check-out fee. Keys not returned/received will also result in the applicable lost key charge. Examples of improper check-outs are (but not limited to) the following:

- Returning either your keys, or your Room Inventory Form but not both, to the Residence Administration Front Desk.
- Leaving your Keys and/or completed Room Inventory Form with another person to hand in for you (including Proctors) instead of returning them to the Residence Administration Front Desk.
- Failing to return your keys and Room Inventory Form the same business day as you vacate your residence accommodations.
- Staying in residence longer than 48 hours after you are no longer a current registered student in good standing.

RL will exempt you from the Cancellation Fee only for academic reasons in the following circumstance:

You are an undergraduate student or graduate student and have signed a Fall and Winter Contract and you choose to:

- Graduate at the end of the Fall Term or withdraw from UNB completely (residents must completely check out of residence within 48 hours after they are no longer a current registered student in good standing).
- Move out of residence in order to participate in a co-op work placement outside of Fredericton, an exchange program outside of Fredericton, or a teaching or other academic practicum outside of Fredericton

In these circumstances, to be exempted from the Cancellation Fee, you must do both of the following;

- Provide applicable documentation, such as letter from the Registrar's Office or Co-op Coordinator.
- Vacate your room by the date approved by RL.

1.14 Termination of the Residence Contract by the University

If at any time:

- a) You fail to pay (when due) any of the fees stipulated in this Contract;
- b) You fail to pay (when due) any assessments assessed pursuant to the terms of this Contract;

- c) RL 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;
- d) You no longer meet the eligibility requirements for residency in your accommodation;
- e) You have failed to pay (when due) monies owed to RL with respect to matters other than this Contract;
- f) You fail to pick up your residence keys and agree to this Contract within 5 days of the scheduled Move-In Date without written notification of your delay;
- g) You have violated University rules, policies or procedures and/or RL rules, policies, procedures or regulations as stated in this Contract, as they may be amended from time to time;
- h) You breach any provision of your Student Support Plan or Behavioural Contract;
- i) You breach any provision of this Contract;
- j) You will have 48 hours to vacate if no longer a current registered student;
- k) If evicted, you will have up to a maximum of 72 hours to vacate your room from the time you are notified, but Residence has the right for immediate eviction should circumstance warrant.

Then, in addition to any other available remedies, RL may, without notice, terminate this Contract, re-enter and take possession of your accommodation, remove you and all other persons and use such force and assistance as RL deems necessary to take possession of the accommodation. In the event of termination of this Contract and eviction, you will remain indebted for cancellation fees, as outlined in section 1:13, including assessments accrued pursuant to the Terms of the Contract.

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, personal possessions, and garbage from your accommodation. If you fail to vacate your accommodation when required pursuant to this Contract, then in addition to RL's other remedies, you will pay all of RL's costs arising from such failure to vacate including, without limitation, the cost incurred to clean your accommodation, the cost of replaced locks and keys, and an improper check-out fee of \$80. You acknowledge that any of your personal property and the personal property of your guests remaining at the residential property (including all storage rooms, lounges, etc.) after termination of this Contract (whether by expiry, early termination, cancellation or abandonment), will be removed and disposed of without compensation to any person. You agree that RL will be under no obligation to store any such belongings remaining in the residential property.

1.16 Abandoned Accommodation and Personal Property

Your accommodation and your and any of your guests' personal property may be deemed by RL 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 RL has not received a response from you for a period of 5 days after sending you notice to your UNB email account.
- c) Items left in a room greater than 24 hours after an authorized room change.

You acknowledge that in the case of abandonment, RL will remove and dispose of your and any of your guests' personal property without compensation to you or your guests (as the case may be). You agree that RL will be under no obligation to store such belongings. You also agree that in the case of abandonment, you will be assessed an improper check-out fee of \$80.

1.17 Assignment and Unauthorized Occupancy

You alone, and, if expressly permitted pursuant to this Contract, your additional occupant, may occupy your accommodation. This Contract and your accommodation cannot be assigned, "sublet", lent, or otherwise shared with another person without the prior written authorization of RL. 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 RL evicting you. **If you are in a double room and do not have a roommate, you**

must only occupy your side of the room as you may be assigned a roommate at any time. Failure to do so may result in any items occupied on the other side of the room being moved or disposed of, an administrative charge of \$80, as well as possible disciplinary action.

1.18 University's and RL's Performance

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

To the extent that the University or RL is unable to fulfil, or is delayed or restricted in fulfilling its obligations under the Contract by any cause beyond its control, the University and RL shall be relieved from the fulfillment 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 and RL shall not be responsible for failing to meet its obligations under this Contract, delayed opening or temporarily closing residence, or having to send students home either temporarily or permanently 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; fires; floods; earthquakes; Prolonged power/electrical outages; 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.

Residents acknowledge that in March 2020 the World Health Organization declared a global pandemic of the virus leading to COVID-19. The Governments of Canada, the Province of New Brunswick, and local Governments responded to the pandemic with legislative amendments, controls, orders, by-laws, requests of the public, and requests and requirements to the University (collectively, the “**Governmental Response**”). It is uncertain how long the pandemic, and the related Governmental Response, will continue, and it is unknown whether there may be a resurgence of the virus leading to COVID-19 or any mutation thereof (collectively, the “**Virus**”) and resulting or supplementary renewed Government Response. Without limiting the foregoing paragraph, UNB or RL shall not be liable or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of:

- a. the continued spread of the Virus;
- b. the continuation of or renewed Governmental Response to control the spread of the Virus; and
- c. a decision by the University made in good faith, to control the spread of the Virus, even if exceeding the then current specific Government Response.

Dates or times of performance by the University shall be extended to the extent of delays excused by this clause, provided that the University notifies the student promptly of the existence and nature of such delay and shall, so far as practicable, use reasonable efforts to minimize and mitigate the extent, effect and period of any such delay or non-performance.

Students should be prepared for emergencies by having a working flashlight, battery operated radio, and non-perishable snacks in their residence accommodation. In the event it becomes necessary for RL to send students home, RL will communicate this to residence via email or letter in their UNB residence mailbox. Students will be required to vacate their accommodation within 48 hours after such notice.

1.19 Liability

The University or RL 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 or RL 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 RL. Without limiting the generality of the foregoing, the University and RL 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, squash courts, and basketball courts;
- Taking part in socials, dances, sports events or other organized or sponsored activities; and
- Taking part in organized or sponsored off-campus activities.

- Fires, floods, earthquakes, prolonged power outages, or building damage or breakage.

1.20 Insurance

The University carries insurance for its own benefit. The University and RL do 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, suites, storage rooms, and all other residence property including all residence buildings be covered by private insurance.

1.21 Damages and Administrative Costs

You agree to pay for damages, lost property or extraordinary service, cleaning, or administrative cost you, your designated roommate, or your guests cause University residence facilities whether through accident, neglect, or intent.

All residents of a floor or house or unit may be sanctioned or assessed for cleaning, damages, lost property or extraordinary service costs where the person(s) responsible cannot be ascertained by RL but where the damages, lost property, or excessive mess were reasonably believed by RL to be caused by one or more residents of a floor or house or unit.

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, fines, behavioural contracts or eviction from residence. To appeal an assessment, you must follow the written appeal procedure. For more information on the appeal procedure please contact our front desk at 453-4800.

Appeals will only be considered if you are not in arrears for any other fees, charges or amounts owed to RL.

1.22 Room Entry

Authorized personnel of the University may enter your accommodation, without prior notice, for any of the following reasons: to ensure health, safety or general community welfare, to make deliveries, to make repairs to your accommodation and/or equipment servicing, to inspect the condition of your accommodation and to investigate compliance with and possible breaches of this Contract.

1.23 Arrivals

You may check into residence after 9:00am on your approved residence Move-In Date for the Fall Term and after 12:00pm (noon) on the residence Move-In Date for the Winter Term. Residents may not arrive earlier than the Move-In Date unless they qualify under Section 1.24 below.

1.24 Early Arrivals

Written permission to arrive early may be permitted in certain limited circumstances (Fall Term only). Please contact RL for more information at 453-4800.

1.25 Late Arrivals

If you plan to arrive more than five (5) days after your Move-In Date, you must notify RL in writing. If you do not move into your accommodation within five (5) days of your Move-In Date, your accommodation will be cancelled and may be re-assigned without further notice.

1.26 Delivery of Personal Property

RL will not accept personal property, including mail and courier deliveries, delivered to the residence prior to your arrival or after your check-out. You are required to make arrangements to have all personal property held in storage

off campus until you have checked into residence. RL does not accept any responsibility for personal property delivered to the Front Desk or left in residence areas. RL will not hold mail at the end of the semester, nor will mail be forwarded. To insure parcels and mail arrive at the proper residence please use your "E-Services" address (please call the Residence Administration Front Desk for more information at 453-4800). Only the student to whom the parcel is addressed to can pick it up. Residence Life will not accept items larger than 12"x15"x10" (approximately 30cmx40cmx25cm or the size of a typical Bankers Box). Perishable items (food deliveries etc.) must be picked up the same day they are delivered.

1.27 Non-residence Furniture and Appliances

Residence rooms and shared units are furnished. Additional furniture and appliances larger than 3'x3'x3' are prohibited. Costs associated with removing unauthorized or abandoned furniture or appliances will be assessed.

1.28 Residence- Owned Furniture and Appliances

Residence Life owned furniture may not be removed from the room or common space it is assigned. This includes relocating furniture, even temporarily to other lounges, student rooms or outside. Costs associated with relocating/returning furniture and/or any damages associated with moving furniture will be assessed. The same holds true for the removal of any furniture from common spaces, such as lounges. The relocation of any furniture is prohibited and may result in sanctions.

1.29 Housekeeping

Following check-in or a room move, you have 48 hours to sign your completed "Room Inventory Form" and submit it to the Residence Administration building front desk. This will create a report regarding the condition of your accommodation. After your departure from your accommodation, your room and any applicable common areas and their contents will be inspected. Any missing items, damage not documented on the Room Inventory Form, or required cleaning will be assessed to you. Failure to complete and submit your Room inventory Form within 48 hours after check-in or a room move will result in the assumption by RL that your accommodation is in good working condition without damages, missing furniture or any other concern and any concerns that arise upon check out will be assessed to you, the occupant.

Common areas in units or suites may 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 an assessment and/or possible relocation of you or other residents, and/or denial of a future residence offer.

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 to residence facilities by using the following email address: sswork@unb.ca. Without limiting the forgoing, residents are prohibited from painting or wallpapering their room, unit, suite or any residence common space. Please use scotch or masking tape when hanging posters and the like. In addition, it is strictly prohibited to change beds into "lofted" beds, and/or bunk beds, including the use of lift kits. Should you have any maintenance-related concerns, please email sswork@unb.ca. Please provide your name, room number and a description of the issue. If it is after regular business hours (evenings and weekends) and the maintenance concern is urgent, advise a member of the Residence on-call team.

1.31 Pest Treatment

You shall not allow conditions to exist that, in the opinion of RL, may encourage the infestation or propagation of insects, rodents or other varmints. You are required to report the presence or suspected presence of pests (including bedbugs) in your accommodation to RL. 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 RL or the University, treatment be required, you will be required to comply with the prescribed treatment methods and protocol. This may include relocation, 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. If you allow conditions to exist that encourage the infestation or propagation of insects, rodents or other varmints, you may be responsible for the costs associated

with the treatment of these pests. **If you suspect an infestation, you are not to remove any belongings from your accommodations until RL has indicated the prescribed treatment and protocol, as such action on your part may spread the infestation.**

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 (8:00am – 6:00pm), but may begin earlier or extend later into the 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 interruptions 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 may be limited storage space available in residence for use between September and April only. This space is not available for furniture, bicycles, or vehicle tire storage. The storage space provided is not secure. The University and RL do not assume liability for loss, thefts, or damage of articles stored in these areas regardless of how such theft or damage occurs. All items in storage for the Fall or Winter terms must be labelled with the student's full name and room number. All items left in storage rooms or other areas of residence buildings that are not labelled, or that are left after the end of April, will be removed and disposed of without further notice. Any items collected by a student before removal/disposal, but after end of term will be charged the \$200.00 storage fee.

Students are not to leave any items behind for summer storage (end of April exams thru to September) in any areas of residence buildings. Some exceptions may be made for students who will be returning to residence the following Fall term and live outside of the Maritimes or for students who remain in residence over the summer period. Students must apply for summer storage by completing a Summer Storage request form at the Residence Administration office. Approved students are limited to storing 4 computer monitor sized boxes/suitcase sized containers. Bicycles are not permitted in residence storage. All items must have a Residence approval tag on them or they will be discarded. If a student is granted permission to store their belongings over the summer and then fails to return to UNB residence the next term they must pay a \$200.00 storage fee to Residence Life before they will be able to retrieve their stored items. In this circumstance, all items must be retrieved by September 1st or they will be discarded.

Students staying in residence between May and August must take their belongings with them to the residence they are residing in for the summer months. If these students wish to put items in common storage, they must apply for this Summer Storage by completing a summer storage request form at Residence Administration office. All items must have a Residence approval tag on them or they will be discarded.

1.34 Room Changes

Except in emergency situations, room changes will not be permitted for the 2020-2021 academic year to reduce the risk of COVID-19 exposure.

Room changes, whether in house or to a new building for accommodation, must be approved by Residence administration. The initial request is to be made to your Lead Proctor, who will inquire about room availability. An Administrative Assistant will contact the applicant to advise them of the outcome of their request. The administrative fee for a room change, whether in house or to another building, is \$30.00, and will be billed to your UNB Student Account. Students required to change rooms due to behavioural intervention/disciplinary reasons will also be assessed the administrative fee associated with room changes and may not be guaranteed a move to the same type of room. Students who request a room change and are offered an alternate room, and subsequently decide they do not wish to move, will also be billed the \$30.00 room change administrative fee.

Room changes are not guaranteed and will be offered at the discretion of RL. Unauthorized room changes or switches may result in you being required to move back to your assigned accommodation and will result in an \$80 unauthorized room change fine. You are required to pay the difference in residence fees when you move to more expensive accommodations. Refunds due to a change to less expensive accommodations will be credited to your account. You agree to be bound by the terms of the Contract governing your new accommodation. If you are changing rooms to a building different from the one you currently reside in, you may be issued a set of keys for your

new accommodations and may use both sets (from your old accommodations and your new accommodations) to complete your move for up to 24 hours. You must return the keys from your old room within that 24 hour period or RL will order a lock change for that room and you will be responsible for the charges associated with that lock change, regardless of whether you return the keys at a later time/date.

If you are in a double room without a roommate you must only occupy your side of the room as you could be assigned a new roommate at any time. Failure to do so may result in any items occupied on the other side of the room being moved or disposed of, an administrative fee of \$80, as well as possible disciplinary action. Depending on space availability a student *may* request to have this room status changed to a super single (keeping the entire double room to themselves) at the appropriate super single price.

Eligibility for Room Changes: You must meet the minimum and/or maximum age and academic program requirements to be eligible for a room change or switch to specific residence areas.

Once new room keys are received, all items must be moved to your new room within 24 hours. Items left behind will be disposed of by RL.

Cancelled room change requests once already confirmed by RL will result in a \$30.00 administration fee.

Room Change Application Dates: The first date that you may apply for a room change once you have moved into residence is September 15. There are no room change applications accepted, or room changes made, between December 1 and January 15 and again between April 1 and the end of the contract period.

Room Change Completion Date: Room Changes must be completed within 72 hours of notification of approval from RL or the room change will be void.

1.35 Transportation and Parking

Parking of motorized vehicles on the University campus is strictly regulated. Residence parking spaces are limited and a parking pass is required for all motorized vehicles.

UNB Students can order a parking pass online or go in person to obtain their pass at the Financial Services Office Room 001, 8 Bailey Drive.

NBCC & STU Students can obtain their pass in person at the Security Office in the Campus Operations Building, 767 Kings College Road.

For information on parking rules (including winter parking regulations) please refer to the UNB Security and Traffic website.

Theft or damage: The University and RL are not responsible for theft or damage to cars, bicycles, or any other vehicle, or any contents stored on or within them.

Scooters, bicycles, or other similar vehicles may not be stored inside any accommodation unless required to accommodate a documented disability and so long as space requirements meet all fire and egress regulations.

1.36 Security and Lost Keys

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 not limited to, locking your door(s) and windows(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 provided by RL. Lost room, entrance or U card door keys pose an obvious security risk. As such, replacement key prices include the actual cost of replacing the core locking mechanism and are \$30.00 for a bedroom key and \$130.00 for a suite or an entrance key. Replacement post office box keys cost \$20.00. **Lost keys must be reported and replaced immediately and** can be replaced by the Residence Front Desk Staff. For students residing in Residence buildings using Ucard electronic locks, replacement U cards or temporary U cards are \$15. Keys not returned within 14 days of a student moving out of residence will be presumed lost and the student will be charged

for the keys and lock replacement.

In order to support the health and safety of Residents as a result of the COVID-19 virus, UNB Residence may develop and require Residents to abide by certain requirements or precautions including but not limited to the wearing of face masks, physical distancing etc.. Failure to abide by these will be deemed to be a material breach and may result in Termination of this Contract under section 1.14.

1.37 Advertising/ Poster Policy/Businesses and Solicitation

For each building, a bulletin board has been allocated for all community postings which will be the sole (interior and exterior) promotional area for that house. Any persons wishing to advertise on these boards must bring the advertisement materials to the Residence Administration Front Desk for prior approval. Fees for advertising and distribution of materials will apply to all non-UNB affiliated material. Fees are as follows:

- POSTERS FOR COMMUNITY BOARDS (ONLY 13 REQUIRED) \$ 250.00 PER TIME
- FLYERS FOR RESIDENCE MAILBOXES (12 x 100 REQUIRED) \$500.00 PER TIME

All promotional material must abide by all UNB and RL policies, rules and regulations. Any material found in residence on areas other than the designated community bulletin boards will be removed immediately and that particular establishment, company, group etc., will be prohibited from future advertisements. If residence students are found to be in breach of this policy they will be subject to fines and possibility of not being re-admitted to residence in future terms.

Prohibited activities include, but are not limited to, flyers being slipped under doors; door-to-door knocking; door hangers, stickers, or other promotional materials being used/placed in residence or on vehicles; and mass mailings.

This policy does not apply to the promotion of internal residence events by residence staff and house committees.

Individuals are not permitted to operate businesses in residence.

1.38 Privacy

UNB and Residence are committed to protecting personal information. Your personal information is being collected for the purposes of administering the Residence Contract and will only be accessed by those who require the information for the administration of the Residence Contract. For more information on the protection of personal information at UNB please consult *UNB Policy for the Protection of Personal Information & Privacy* and the University Secretariat, University of New Brunswick, PO Box 4400, Fredericton, NB, E3B 5A3 www.unb.ca/secretariat (506) 453-4613.

By agreeing to this Contract, you consent that Residence may contact relevant campus partners and your documented Emergency Contact if your behavior causes concern for your personal safety and/or the wellbeing, or the safety and/or wellbeing of any member of the community, you are hospitalized for any reason, your support needs are greater than what RL is able to support, or RL has made repeated attempts to contact you without a reasonable response. This consent will extend for the entire duration of your status as a UNBF residence student.

A student who has required significant intervention for personal challenges, mental health support, significant community disruption, or who is experiencing a significant medical/health concern may be required to have their physician/psychiatrist/clinical psychologist complete a residence medical form. ***This form will ensure that UNB Residence Administration has a full assessment of the student's needs and can*** assess whether it is in their best interests, and the interests of the surrounding community, for them to remain in residence or return to residence.

1.39 Communication

All communication from RL to residence students are sent via email to students' UNB email account or to their UNB residence mailbox. Students are expected to check their UNB email and residence mailbox regularly and are held accountable for being aware of any information communicated.

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 all residents are 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:

- All residents in the community can expect consideration and respect for their feelings and needs, and in return they have the responsibility to conduct themselves in a civil manner and to show respect for the rights of every other person in the community.
- All residents 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 Community Standards Overview

The University is committed to ensuring that all members of the University community are able to study, live and work in an environment of mutual respect, free from harassment and discrimination. The Community Standards, rules and policies 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 Community Standards are applicable on all buildings managed by RL (which include but are 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 residence environment that has a mandate to support the University's academic mission.

2.03 Our Mission

The mission of the UNB Residence Community is to contribute to the University experience by providing a supportive living environment conducive to learning, personal growth, respect for diversity, and responsibility for community life.

2.04 Residence Disciplinary Process

Residence disciplinary matters are handled under Residence Community Discipline as per Appendix D of the University's Student Disciplinary Code with the Senior Director, Residence being the University officer ultimately responsible but with the day-to-day responsibility being delegated to the Director, Residence Life.

Many regular disciplinary issues are handled by the Residence Life Coordinators, who will offer assistance and intervention when necessary. These issues may result from the violation of residence policies and/or infractions of individual house rules. Typical sanctions include, but are not limited to, fines, community service, student support plans, restitution, restorative action, or other educational opportunities.

Serious offences (drugs, aggression, assault, harassment, theft, etc.) are referred to a Residence Life Coordinator(s) who may also refer the matter to the Student Intervention Coordinator (SIC) or Director, Residence Life. In addition to the outcomes above more serious disciplinary action such as eviction from residence, bans, refusal to readmit, formal action under the NB Trespass Act and/or referral to legal authorities under the Criminal Code. In extreme cases, eviction from residence may be immediate at the discretion of the Director, Residence Life. Please consult your Residence Life Coordinator, for appeal procedures. Eviction appeals may be addressed to the Senior Director, Residence.

Appeals beyond Residence Life involving breaches of natural justice may be directed to the Commissioner of Student Discipline who may refer the appeal to the Board of Deans. Students may also seek assistance from UNB's Student Advocate with this final level of appeal.

Campus Patrol and/or UNB Security & Traffic may also recommend disciplinary action to Proctors, Residence Life Coordinators, or the Director, Residence Life.

2.05 Warnings, Fines and Student Support Plans

Warnings/learning conversations (both written and verbal), educational/restorative sanctions and monetary fines are imposed for a variety of violations of residence policy; in the case of repeated offences, sanctions are progressively increased until such time as more serious disciplinary action is deemed necessary. After receipt of three written infractions such as written warnings or fines (or sooner for serious misconduct), a student is required to meet with their RLC to discuss their conduct, and whether additional disciplinary measures or support are needed for the student to remain in residence.

In cases where a student's conduct is disruptive or negatively impacting the student or others in the building, or where a student who has required significant intervention for personal challenges, mental health, significant community disruption, or otherwise, will be referred to the Student Intervention Coordinator, for follow up processes. These processes include but are not limited to: an agreed upon Student Support Plan, educational sanctions, and referrals to campus resources. Working with the Student Intervention Coordinator is an optional process allowing students to re-examine their individual situation and work towards positive outcomes. If students choose not to engage with the Student Intervention Coordinator, the student will be directed to RL for additional follow-up or sanctions. It should be noted at any time the RLC, or Director, Residence Life may refer a student to the Student Intervention Coordinator for intervention. If students choose not to engage with the Student Intervention Coordinator, RL may impose additional sanctions.

Any student who receives three written infractions (warnings or fines), required significant interventions over and above the abilities of the Proctors or RLCs, took part in any serious misconduct, may be refused re-entry to residence in subsequent years. Review of re-applications for residence takes place in May of each year and students would be notified by the end of June if they are refused re-entry.

For most policy violations, fines are structured as follows:*

- **1st fine: \$20.00**
- **2nd fine: \$40.00**
- **3rd fine: \$80.00**

*Fines issued beyond the 1st violation are elevated to 2nd and 3rd level violations regardless of the nature of the infraction. If a student receives a \$20.00 fine for violating quiet hours, and is fined a week later for hall sports, the hall sports fine would be \$40.00.

More serious misconduct is accompanied by more severe disciplinary action including the possibility of immediate eviction.

3.0 RESIDENCE COMMUNITY 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 disciplinary action. Sanctions, and eviction from residence, as well as other actions described in Section 2 above and this Section 3, below. RL will not accept ignorance, anger, alcohol, other intoxicants or substance abuse as an excuse, reason or rationale for violation. RL expects all students who choose to consume any form of intoxicants (alcohol, cannabis etc.) to do so responsibly and in compliance with the law. If you choose to be part of a group that is violating residence community standards and regulations you may collectively and individually be held responsible for the violation.

3.01 Alcohol in Residence

Residents who choose to consume alcohol must do so responsibly in compliance with the law, and will be accountable for their actions.

- a) Students who consume alcohol, and are not of legal age in the Province of New Brunswick, may be required to meet with their Proctor or RLC, and may be subject to disciplinary actions including (but not limited to) education intervention methods, mandatory alcohol education sessions, Student Support Plans. With repeated underage alcohol consumption and subsequent problematic behaviour, a student may be evicted from their residence or the residence community.
- b) Drinking alcoholic beverages or carrying unsealed liquor is permitted only in residents' rooms, designated lounges, and at licensed residence events.
- c) 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, hallways, stairwells, foyers, and all other areas outside the residence buildings.
- d) Participating in drinking games or binge drinking is not permitted. Drinking games are games which involve the consumption of alcohol and usually involve swift consumption of alcohol and/or high volume consumption. Some examples are: "beer pong," "funnelling," "shot-gunning," "quarters," "icing or getting iced," "floor crawls" "stockpiling and "trophying." This list is not exhaustive, and RL may stop and take action against any resident participating in any activity, whether listed above or not, which is, in the RL staff's opinion, a drinking game or an activity that promotes irresponsible alcohol consumption or otherwise considered high risk behaviour.
- e) Possession of paraphernalia that is associated with excessive consumption, drinking games or other dangerous activities associated with alcohol is prohibited.
- f) Possession and/or consumption of 'common source' alcohol (e.g.: kegs, keg cans, large containers of pre-mixed alcohol, etc.) within residence is prohibited.
- g) Brewing and distilling alcohol is not permitted in your accommodation or on any other residence property. This includes brewing beer, cider, or wine and distilling spirits (i.e. any kind of hard alcohol).
- h) All parties, socials, functions or gatherings must follow the Students Event Review Committee processes, be registered and approved with the RLC, whether being offered on campus or off campus. For more information on how to apply for these functions, please visit <http://www.unb.ca/fredericton/studentservices/student-events/>.
- i) UNB does not approve of pub tours, and their organization or promotion in residence is not permitted. Members of the residence community who nonetheless choose to organize pub tours should be aware of the responsibility and potential personal liability involved.
- j) No trophies (alcohol bottle displays) or window displays of full, partially, or empty bottles are permitted anywhere in residence.
- k) Stockpiling of alcohol is not permitted anywhere in residence.

Failure to adhere to the laws and the rules, regulations, policies and procedures of the University and RL governing the use of alcohol in residence may result in the disciplinary action and/or eviction from residence.

3.02 Attacks on the Dignity and Security of an Individual

Activity (verbal, written, graphic, or physical) that is perceived as threatening, racist, sexist, homophobic, transphobic or any form of discrimination, harassment, sexual harassment or unwanted sexual attention is prohibited, and may result in eviction from residence, as well as university issued sanctions.

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 social media, text messaging, e-mail or other electronic messaging, voicemail, message boards, mail, computer networks or other media 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.

In addition, every member of the UNB Residence Community has the responsibility to refrain from behaviour that is known, or ought to be reasonably known to be dangerous, harmful, disruptive or obstructive to the other members

of the community.

Harassment is defined as any attention or conduct (oral, written, graphic, or physical) by an individual or group who knows, or ought to reasonably know, that such attention or conduct is unwelcome/unwanted, offensive or intimidating. Every individual has the right to an environment characterized by mutual respect. Every individual has the responsibility to treat all members of the University community with respect and without harassment.

Discrimination is defined as any conduct that results in adverse treatment of an individual or group on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed/religion, sex, sexual orientation, disability, age, marital status, record of offences, or receipt of public assistance. Every individual has the right to an environment characterized by equal opportunity and equitable access to University goods, services, and community. Every individual has the responsibility to treat all members of the University community without discrimination. Anyone who has questions or concerns or who wants to lodge a complaint, should meet with their RLC. You may also be referred to UNB's Human Rights Officer.

3.03 Barbecuing and Outdoor Grilling

Barbecuing and outdoor grilling is only permitted in areas authorized by RL. It is not permitted inside residence buildings or walkways. Where barbecuing and outdoor grilling is permitted, the grill or barbeque must be attended to at all times. Barbecuing or grilling must be carried out a sufficient distance away from the buildings as to not 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. Propane tanks may not be stored within a residence building when not in use.

3.04 Cannabis

Adult-use cannabis is now legal in Canada, though under strict regulations. The University of New Brunswick and Residence Life are committed to upholding the law in this and all respects.

Residents who choose to consume cannabis, must do so responsibly in compliance with the law, and will be accountable for their actions.

As a result, the following rules will be in place for all residences once the legalization of different forms of cannabis takes place:

1. The smoking of cannabis will not be permitted under any circumstance in any residence space, including common areas, cafeterias and meal halls, and residence rooms;
2. The cultivation of cannabis plants will not be permitted in any residence space, including common areas, cafeterias and meal halls, and residence rooms;
3. Persons 19 years of age and older will be permitted to possess cannabis in all of its forms while in residence but must comply with the law with regard to its purchase and storage (i.e. in a locked location, where persons under the age of 19 cannot access it);
4. Subject to item 1 above, persons 19 years of age and older will be permitted to consume cannabis in its non-smokable forms while in residence rooms and lounges but must comply with the law in doing so;
5. As required by law, no person 19 years of age or older shall be permitted to provide access to cannabis to any person under the age of 19 in any residence space; and
6. As required by law, persons under the age of 19 will not be permitted to possess, store or consume cannabis while in residence.

3.05 Capturing the Image of a Group or individual

Residents or guests are prohibited from using audio, video, or any other digital devices to capture someone's image or voice without their permission, and it is an additional violation to disclose or distribute that image or audio, except with their explicit consent.

3.06 Cleanliness Standards

Residents are expected to keep individual, 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 RL.

Common area damage or unreasonable mess may result in shared assessments or sanctions, the possible relocation of the residents of that floor/unit, and/or denial of a future residence assignment.

3.07 Cooperation with Staff and Others

Residents and guests shall cooperate with requests from staff members, House Team members, emergency personnel, other UNB staff, and police. This includes providing appropriate identification when asked to do so. Failure to cooperate with, and/or verbal or physical harassment or abuse of a staff member (RL staff, cleaners, Front Desk personnel, trades staff, third-party contractors, emergency and/or police personnel, et cetera) may result in disciplinary actions and/or eviction from residence. Misleading or not cooperating with a disciplinary investigation, or during crisis management, may result in disciplinary action. Please note that emergency personnel, including police, have the right to be on campus, including residence, as they deem necessary.

3.08 Cooking

Cooking devices that are open coil, open flame, induction cookers, or gas-based, including but not limited to hot plates and butane-burners, are not permitted in residence accommodations. Residents must be in attendance at all times while preparing food in/on any cooking appliances, including but not limited to microwaves, toasters, stoves, etc. Permitted cooking appliances may only be used in designated areas. Microwaves and mini-fridges are permitted in rooms, but not toasters or anything with exposed heating elements.

3.09 Damage to Property

Damage to the personal property of other residents or damage to residence property including, but not limited to, posters and advertising materials is prohibited and may result in disciplinary action.

3.10 Dangerous Activity

Participating in activities that are dangerous or potentially harmful to any person or property is prohibited and, 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 disciplinary action up to and including eviction. Restricted activities include any activity that, in the opinion of RL staff, is dangerous or potentially harmful to any persons or property.

This includes, but is not limited to: smashing objects, breaking glass, dangerous horseplay (e.g.: wrestling, etc.), sports, water fights, golfing/putting a ball, bouncing a ball, throwing snow/snowballs or ice, rope-jumping, skateboarding, rollerblading, riding a bicycle and any other wheeled vehicle, throwing any object inside any residence building, climbing the outside of residence buildings, climbing into residence through windows, entering restricted residence areas, 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, see section 3.03 Barbequing and Outdoor grilling and 3.28 Smoking and Incense).

3.11 Drugs

The possession, use, trafficking (which includes manufacture, sale, giving, administering, transporting, sending, delivery, distributing), promotion, or offering to do with anything related to the possession, use or trafficking of illegal drugs is prohibited. Any involvement, whether direct or indirect, in any illegal drug or drug related activity is prohibited. Possession of paraphernalia or equipment that is associated with the possession, use or trafficking of illegal drugs is prohibited. Reasonable suspicion of these activities inside of the residence or upon returning to any residence will result in disciplinary action and may result in eviction and referral to the police.

Students with a medical prescription for a controlled substance or for adult use cannabis in any form or amount that contravenes UNB residence or University policy, must register with the Student Accessibility Centre. Should approval be granted for the possession and use of said substance for medical purposes, the student must meet with a Residence Life Coordinator or Director, Residence Life, along with a member of Security and Traffic to discuss the pertinent guidelines. In some circumstances after consultation with the Student Accessibility Centre, appropriate accommodations may not be available to meet the needs of the student.

3.12 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 the repairs, disciplinary action and possible eviction from residence. This includes but is not limited to tampering with any part of the elevator, too many passengers, preventing the elevator door from closing, etc.

3.13 Explosive Material

Possession of explosive or flammable material including, but not limited to firecrackers, fireworks, dynamite, gasoline, compressed spray cans (i.e. spray paint) or other such materials, is not permitted on residence property. Possession of the same will result in disciplinary action and may result in eviction. Propane tanks are not permitted in residence buildings.

3.14 False Identification

Using false identification for any reason, including gaining access to a licensed event when underage, is prohibited and will result in disciplinary action and may result in eviction.

3.15 Guests or Visitors

Guests will not be permitted for the 2020-2021 academic year due to COVID-19. This extends to any person (friend, family) not a current resident of Elizabeth Parr-Johnson Hall.

3.16 Halogen Lamps and Other High Heat Emitting/High Wattage Lamps or Light Sources.

Halogen lamps, space heaters, and other high heat emitting and/or high wattage lamps, light sources (using over 60 watt bulbs), or heat sources have been the source of many fires in residences across North America and are not permitted in any residence building.

3.17 Inappropriate Behavior

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 RL staff, is prohibited and will result in disciplinary action and may result in eviction.

3.18 Initiations/Hazing

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

3.19 Noise

Residence is a densely populated, 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 neighbors 24 hours a day, seven days a week. An individual's right to reasonable quiet study and sleep supersedes others' rights to make noise. In cases of dispute, RL staff will determine what is reasonable. If someone asks you to be quiet, respect that person's wishes and reduce your noise.

All hours outside of Quiet Hours and Community Hours (indicated below) are considered Considerate Hours. During

Considerate Hours:

Musical instruments may not be practiced or played in the resident's room or unit except as authorized by a Proctor. 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, etc.) are not permitted in residence.

The use of the outdoor areas (the green spaces around residences and the paved courtyard behind the DKT complex) for sports or other activities creating noise are restricted to non-quiet hours.

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 room, 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. Community Hours are those consistent with socializing, and some increased community noise should be expected.

Quiet Hours

Sunday – Thursday: 10:00pm – 8:00am

Friday and Saturday nights: 1:00am – 10:00am

Exam Quiet Hours

23 hours

Hour of consideration: 7:00 p.m. – 8:00 p.m.

Community Hours

Friday and Saturday: 8:00pm – 1:00am

Although individual Houses may enforce additional Quiet Hours, the above minimum Quiet Hours apply to all Houses.

3.20 Open Flame

Unattended open flames, and leaving anything burning, are not permitted in residence. **Candles are not permitted.** In addition, all fireplaces in student rooms and common areas are for decorative purposes only, and should not at any time be used for burning purposes.

3.21 Orientation

The primary purpose of Orientation is to ease the transition into university life and to aid students during the period of adjustment. The activities of Orientation are designed specifically to assist students in personal development and in the development of positive feelings toward lifelong learning.

In order to preserve the goals and objectives of the UNB Residence Community and the focus of Orientation activities as designed by the University Orientation Committee and the RLCs, Orientation activities involving the Residence Community will be limited to those organized and/or sponsored by RL.

Such Orientation activities should respect the following principles:

- All activities must respect the rights and freedoms of each
- No activity shall involve acts of humiliation, degradation, intimidation, or coercion. Students who participate in such activities will be subject to disciplinary action which may include eviction from residence.
- Activities shall focus on the needs of new students, providing them with an introduction to university and residence life, and assisting them during this period of adjustment.

Given that alcohol often detracts from the Orientation process, (heightening emotions, inappropriate behavior,

etc.), Orientation is to be alcohol-free in terms of both organized activities and personal consumption by House Team and House Orientation Committee Members.

3.22 Parties/Social Gatherings

Parties/social gatherings must be registered with and approved by the Student Events Review Committee. Unauthorized events may result in sanctions such as loss of event privileges.

3.23 Pets and Guide/Service Animals

Residents are not permitted to keep pets or animals in the accommodation or on the residence property, even temporarily. Residents may request permission for a small fish tank containing non-dangerous fish by contacting a Residence Life Coordinator prior to. Guests may not visit the accommodations with pets or animals. If, during the term of this Contract, you or your designated roommate requires that a guide/service animal reside in your accommodation, even temporarily, you must follow the process described below, before the arrival of the animal at residence.

The resident may keep a guide/service animal in their accommodation provided the resident applies to the Student Accessibility Centre, and provides such documentation acceptable to the Student Accessibility Centre.

You acknowledge that RL requires at least 60 days to make those arrangements and accommodations that RL deems to be reasonable and suitable for residents requiring guide/service animals and those residents that may be affected by the presence of guide/service animals. Accordingly, you will apply to RL and provide the information described above as soon as reasonably possible after learning about your requirement to reside with a guide/service animal. You also acknowledge that RL may have to relocate you to another accommodation in order to accommodate the arrival of the guide/service animal. Any guide/service animal must be kept in such a manner so as not to disturb, threaten or create a nuisance to other persons or RL and, without limiting the foregoing, keep the guide/service animal in accordance with the applicable RL and University policies, rules and regulations.

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

Residents are not permitted to engage in physically active games/activities inside residence buildings, including but not limited to: games/activities that involve throwing, kicking or shooting an object (such as ball hockey, football, golf, mini-golf, soccer, Frisbee, hacky sack), games/activities that may result in participants running (such as tag, and water fights), cycling, skateboarding, et cetera. Residents found participating in such activities will be subject to disciplinary action.

3.25 Prohibited Areas

Residents are not permitted access to unauthorized areas unless accompanied by a representative from RL. This includes areas not normally used by persons other than staff, and includes but is not limited to roof tops, mechanical rooms, cleaning supply rooms, linen rooms, locked areas of the dining halls, or any area marked "staff only" or "authorized personnel only," or "closed" et cetera. Accessing these areas is prohibited and will result in disciplinary action and may result in eviction and/or referral to the police.

3.26 Raids or Pranks: Inappropriate or Destructive

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

3.27 Removal of University/Residence Life Property

Removing furniture or property from residents' rooms, lounges and other common areas without permission of RL staff is not permitted and may result in disciplinary action (which may include a fine) and/or considered theft and referral to the police and/or eviction.

3.28 Safety/Security/Fire Equipment

Safety equipment including sprinklers, smoke detectors, heat sensors, fire exit signs, fire extinguishers, pull stations, hoses, alarm bells, fire/emergency exit doors, 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 in an emergency is prohibited and will result in disciplinary action and may result in eviction whether such actions were intentional or not. Activating a fire alarm for non-emergency reasons will result in a \$500 fine assessed to the student(s) responsible. Activating a fire/emergency exit door alarm will result in a \$200 fine assessed to the student (s) responsible. Any damage caused from activating, handling, using or interfering with any fire or safety equipment for non-emergency purposes will be assessed to the student(s) deemed responsible for causing the damage. Examples include but are not limited to discharging fire extinguishers, touching fire alarm pull-stations or fire hoses, hanging objects from or covering sprinkler heads, or striking safety equipment with an object, tampering with fire/emergency exit doors, tampering with any camera equipment, et cetera. In addition to the above, the use of smoke machines are prohibited in the residence buildings.

Residents are required to evacuate buildings in the event of a fire alarm or other emergency. Failure to evacuate during these situations is prohibited and will result in a \$200 fine assessed to the student (s).. Tampering with, forcing or disabling a door's locking mechanism, or propping open a locked door and leaving it unattended, is prohibited. Copying keys issued by RL is prohibited.

In the event of an emergency or prolonged power outage, Students should be prepared for emergencies by having a working flashlight, battery operated radio, and non-perishable snacks in their residence accommodation. In the event it becomes necessary for RL to send students home, RL will communicate this to residence via email or letter in their UNB residence mailbox. Students will be required to vacate their accommodation within 48 hours after such notice.

3.29 Self Care

Members of the residence community are required to demonstrate through day-to-day actions that they are able to care for themselves and behave in ways that will not negatively affect the welfare, safety, and success of themselves or others. Examples would include, but are not limited to, caring adequately for your own physical and mental health, being respectful of others, making adequate academic progress, managing health issues by following the instructions of medical professionals, and not causing, or threatening to cause, harm to oneself or others. It is also expected that students will seek out and / or accept assistance (from medical professionals or appropriate UNB staff members) for those situations they are unable to resolve on their own. If these self-care expectations are not met, students will be held accountable for their behavior and any negative impact on the community. Accountability may include referrals to campus supports, relocation, removed from residence or other appropriate intervention. Students who require accommodation in residence due to a documented disability or significant ongoing medical condition are required to inform Residence Administration and the Student Accessibility Center as soon as possible.

3.30 Smoking and Incense

The term "smoking", as used in this Contract, and in the policies, rules and regulations applicable in respect to your accommodations and the residence property, is deemed to include, without limitations: smoking cigarettes, smoking cannabis, cigarillos, and cigars; smoking pipes, hookahs, shishas, using any other smoking devices such as incense and the use of electronic cigarettes and vaporizers (vaping).

Smoking is not permitted in residence buildings or on residence balconies. Smoking outside buildings will take place a minimum of 10 meters from the outermost exterior of the building (i.e. building overhangs, balconies, entrance canopies, windows, et cetera).

The smell of any type of smoke on your clothing/personal possessions in residence may have a negative impact on roommates or others living in the building. In the event a student is negatively impacting others due to residual smoke smell (regardless of type of smell or its original source), they may be required to meet with an RLC to discuss the impact of the smoke smell and how the student can adjust their behavior to give consideration to those concerned.

3.31 Theft

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

3.32 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 disciplinary action up to eviction. Throwing snowballs or other objects at residence buildings is prohibited. It is prohibited to exit or enter a building through any area other than doorways. Students may not remove screens from windows for any reason and should not have any part of their bodies hanging outside of any window.

3.33 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 provided by RL, nor are residents permitted to lend or borrow UNB residence keys to other people.

3.34 Unauthorized Assignment

You alone, and, if expressly permitted pursuant to this Contract, your designated roommate, may occupy your accommodation. This Contract and your accommodation cannot be assigned, "sublet," lent, or otherwise shared with another person without the prior written authorization of RL. Such authorization is exercised by RL in its absolute discretion and may be withheld and withdrawn for any reason. This is so even when money or other considerations 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 RL imposing a disciplinary sanction on you or evicting you. **Residents in a double room without a roommate should expect a roommate at any time, and must not occupy any portion of the other side of the room. Occupying the other side of the room may result in the items on that side being removed or discarded, and the resident will be issued an administrative fine of \$80.**

3.35 Violence/Physical Aggression

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

Physical aggression and violence include any physically aggressive or violent behavior, such as fighting, hitting, punching, slapping, kicking, pushing, pulling, throwing objects at another, et cetera.

Sexual assault is any type of sexual contact or behavior that occurs without the explicit consent of the recipient. Falling under the definition of sexual assault are sexual activities as forced sexual intercourse, forcible sodomy, child molestation, incest, fondling, and attempted rape.

Behaviors described in sections titled "Attack on the Dignity and Security of an Individual", "Dangerous Activity" and "Initiations/Hazing" may also be considered as violence and are not tolerated in residence.

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

The need for self-defense is recognized. Physical self-defense 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.

3.36 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:

- any real or replica projectile weapon, including but not limited to real or replica firearms, air guns, cross-bows, sling shots, paint-ball guns, BB guns, any ammunition (real or replica), et cetera;
- blades including but not limited to knives, 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, including but not limited to the weapons listed above, in a threatening or aggressive manner will result in disciplinary action and may result in eviction and referral to the police.

3.37 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 an RLC. Please see Section 1.36 "Advertising/ Poster Policy" for more information.

3.38 Lock-outs

Students locked out of their rooms between 8:30 AM – 4:00PM during the weekdays should contact the Residence Administration Front Desk at 453-4800 and they will locate a Residence Cleaner to assist. Throughout weeknights and weekends, lockouts after 4:00pm should be directed to the on-call Residence Life member by contacting the duty phone. Students are charged \$10 for each lock-out after the first one. Only the officially listed resident(s) of a particular room will be given access to that room.

3.39 Prohibited Items – see attached

- Candles, incense, potpourri pots, or open flame of any kind
- Extension cord (only CSA approved power bars are permitted),
- Multiple receptacle outlets,
- Halogen lamps, holiday/decorative mini-lights
- Toasters and hot plates
- Sandwich makers, electric grills or griddles, or barbeques,
- Firearms, BB guns, air pistols / rifles, pellet guns, or other weapons
- Explosive devices, propane canisters, or flammable liquids
- Space heaters or anything with an open element.
- Milk crates (due to the poisons emitted during burning)
- Sub-woofers or stereo systems where bass cannot be controlled / reduced
- Funnels and / or other speed drinking devices, beer pong tables
- Kegs (of any size) and / or "Texas Mickey's"
- Bongos
- Illegal drug paraphernalia
- Any other materials or objects which will endanger student health and safety in residence
- 3D printers or any other devices that emit large amounts of heat, fumes, or particulate matter.

There may not be loud playing of radios, televisions, stereos, or other audio equipment or musical instruments except during approved socials and approved Orientation events. Audio equipment may not be played such that the sound and especially the bass (low frequency sound) can be heard outside of the resident's room or unit. Subwoofers or similar sound augmenting accessories are not permitted in your room or unit at any time.

APPENDICES

APPENDIX 1

Useful Contact Information

<i>Residence Administration</i>	<i>453-4800</i>
<i>UNB Security & Traffic</i>	<i>453-4830</i>
<i>CHIMO (Crisis) Help Line</i>	<i>450-4357</i>

UNB Campus Resources

<i>Academic Help Services</i>	<i>453-4646</i>
<i>Campus Information Centre</i>	<i>453-4991</i>
<i>Computing Help Desk</i>	<i>453-5199</i>
<i>Counselling Services</i>	<i>453-4820</i>
<i>Student Accessibility Centre</i>	<i>453-3513</i>
<i>Financial Aid Office</i>	<i>453-4796</i>
<i>Financial Services</i>	<i>453-4624</i>
<i>General Info. & University Switchboard</i>	<i>453-4666</i>
<i>International Student Advisor's Office</i>	<i>453-4860</i>
<i>Math Help Centre</i>	<i>453-4780</i>
<i>Registrar's Office</i>	<i>453-4864</i>
<i>Safe Spaces Program</i>	<i>453-4898</i>
<i>Safe Walk & Safe Ride</i>	<i>453-4830</i>
<i>Student Advocate</i>	<i>453-4527</i>
<i>Student Services</i>	<i>453-4527</i>
<i>Student Employment Services</i>	<i>453-4620</i>
<i>Student Health Centre & Dietician</i>	<i>453-4837</i>
<i>Student Union</i>	<i>453-4955</i>
<i>Team Drink Smart</i>	<i>451-6900</i>
<i>URec (Campus Recreation Services)</i>	<i>453-4579</i>
<i>Writing and Study Skills</i>	<i>452-6346</i>

APPENDIX II

Residence Life, Residence Facilities & Operations, and Conference Services Teams

The Residence Administration building houses Residence Life, Residence Facilities, Residence Administration (all under the umbrella of “Residence”) and Conference Services, all departments of UNB Student Services. The Residence department has an overall responsibility for the UNB Residence Community and concentrates on physical facilities, academic, administrative, and quality of life issues and policies with the objective of providing a quality residence experience in a strong academic environment.

In addition to the summer Conference Season, UNB Conference Services provides a central booking, space management, and protocol function for campus.

RESIDENCE STAFF:

Administrative Staff:

Darcy Mazerall, Magee House & Residence Facilities and Receptionist (453-4800) (mageehouse@unb.ca and sswork@unb.ca, 453-4800)

Peggy Phillips, Residence Administrator (Residence Life) (iresadmin@unb.ca, 453-4800)

These full-time support personnel above are the first (and often best!) resources when visiting or contacting Residence. They also support the House Teams who deal directly with students on day-to-day issues. All are extremely capable in their respective areas and have a wealth of knowledge about residence and UNB in general.

Residence Life Coordinators:

Steven McCluskey, Residence Life Coordinator <rlc.steven@unb.ca>

Monica Geary, Residence Life Coordinator <rlc.monica@unb.ca>

Full-time professionals responsible for day-to-day Residence Life matters within the UNB Residence Community including but not limited to training, programming, conduct and support of student leaders.

Director, Residence Life

Krysta Kinney, Director, Residence Life (krysta.kinney@unb.ca, 453-4800)

A professional responsible for the leadership, management, and development of the Residence Life area including support for the Residence Life Coordinators, the Residence Fellow, student leadership training, student conduct, and residence wide educational and social events.

Angela Garnett, Senior Director, Residence (angela.garnett@unb.ca, 453-4800)

A professional responsible for the leadership, management, and development of both general (unit-wide) and specific (Residence Life, Residence Facilities, and Residence Admissions/Assignments) residence areas. In addition, the Senior Director is responsible for residence capital planning and projects, residence staff training and professional development.

Appendix III

Student Damage Cost Guide-Student Services

The following table lists the cost to repair residence room items. This is not an exhaustive list. Any common items damaged in a room (telephone, window, screen, door) will be split and billed equally to both roommates unless we have been made aware IN ADVANCE of the student's leaving, that the damage is attributed to only one person (both roommates must agree). Any damages to a student's personal items (bed, desk, closet) will be billed to the student responsible.

IMPORTANT NOTE: All rooms must be left free from any garbage. All garbage must be bagged and disposed of in the outside disposal bins: please do not use lounge garbage bins! If any garbage is found in the rooms (loose, bagged, or otherwise) a removal and cleaning charge will be assessed and charged to the student's account.

Residence Room Item	Type of Damage	Cost (item replacement and/or staff labour)
Cleaning (Additional)	Billed Hourly (minimum of 1 hour)	\$45.00 per hour
Room Door Locks	Replaced or repairs Broken Plugged	Minimum \$60.00 plus cost of material
Door Number Signs	Broken or Missing	\$35.00
Fire Safety Board (back of room doors)	Broken or Missing	Cost to Replace + \$500.00 Fine
Walls and ceilings	Repair / paint / replace tiles	Time and material (minimum \$150 charge)
Garbage	Garbage Can Not Emptied	\$35.00 fine
Towel Rack	Broken or Torn Off Wall	\$35.00
Mirrors (rooms)	Broken or Missing	\$80.00 to \$125.00
Furniture (chairs, desks, garbage cans, dressers, wardrobe etc)	Repair or replace	Actual Cost to Repair or Replace; minimum of \$50.00 + fine of \$35.00
Door Closers	Removed or tampered with	Cost of Repair + \$500.00 Fine
Windows	Replacement / Damage	\$100.00 minimum up to \$475.00 (replacement)
Window Screens	Replace/Damaged	\$50.00 minimum charge
Desk Lamps	Damaged	\$50.00
Bulletin Boards	Replacement	\$45.00
Lights	Broken or missing covers	\$80.00
Bed Mattress	Reassembly of bed frame Replacement (Single/Twin 36 x 75) Replacement (Extended Twin 36 x 80) Replacement (Full Double; 53 x 75)	\$35.00 \$198.00 plus \$80 labor \$198.00 plus \$80 labor \$247.00 plus \$80 labor
Peephole	Reinstall / Broken / Damaged	\$35.00
Internet/WiFi modems	Cost to replace or repair	\$249.99
Ignite Internet/WiFi modems	Cost to replace or repair	\$189.99
Ignite TV Boxes	Cost to replace or repair	\$109.99
Remotes	Cost to replace or repair	\$25.00

ITEMS NOT ON THE LIST BELOW WILL BE CHARGED AT UNB'S COST.

PLEASE NOTE: THESE PRICES ARE APPROXIMATE AND SUBJECT TO CHANGE TO REFLECT THE EXTENT OF ACTUAL DAMAGE

NOTE: ALL DAMAGES ATTRIBUTED TO ROOM OCCUPANTS IS OPEN TO AN ADDITIONAL DISCIPLINARY FINE WHICH WILL BE CHARGED TO THE STUDENTS UNIVERSITY ACCOUNT

The following table lists the cost to repair common area items. This is not an exhaustive list. All damaged common area items will be billed directly to the house committee unless an individual takes responsibility.

Common Area Item	Type of Damage	Cost
Sinks, Shower Arms, Toilet Seats, Soap Dishes, Toilet Seats, Toilets, Paper Towel and Toilet Paper holders, Cubicle doors, Mirrors	Cost to replace or repair	Minimum \$75 plus cost of material
Lounge Furniture and Equipment (including Kitchenette)		Cost to Replace or Repair (Minimum \$150)
Lights	Broken or missing	\$80.00 minimum charge depending on type of light
Water Fountain	Plugged / Damage to Spout	Cost to Replace or Repair
Vending Machine	Damage / Theft	\$500.00 Fine
False Fire Alarm		\$500.00 Fine
Fire/Emergency Door Alarm		\$200.00 Fine
Damage/Tampering with Security Cameras		\$200.00 Fine
Failure to exit building during a fire alarm		\$200. 00 Fine
Washers / Dryers	Damage to Panels, etc	Cost of repair (minimum \$150.00) plus \$250 Fine
Fire Extinguishers	Missing / Illegal Use	\$500.00 fine
Damaged sprinkler heads	Water	Cost of remediation plus \$500 Fine
Bulletin Boards	Replacement	\$80.00
Shower Curtains	Replacement	\$50.00
Internet/WiFi modems	Cost to replace or repair	\$249.99
Ignite Internet/WiFi modems	Cost to replace or repair	\$189.99
Ignite TV Boxes	Cost to replace or repair	\$109.99
Remotes	Cost to replace or repair	\$25.00

Residence Contract Acceptance Page

This Contract is a legal document between students (and when applicable, their parent or guardian) living in Residence and the University of New Brunswick (specifically Residence Life). The Contract represents the University's commitment to provide the listed services and facilities to Residence students, in consideration of fees paid by the student (and when applicable, their parent or guardian). Signing this Contract is promising that the students' conduct will not be in violation of any of the conditions or regulations noted in the Contract, and acknowledges that sanctions will be imposed as a result of violations. **Please take special care to note that signing the Contract is also committing the student to live in Residence and pay Residence fees from the Move-In Date until the applicable Move-out Date as expressed in Section 1.01 and 1.02 of the Contract.** Any student/guardian who decides to cancel this Residence Contract must follow the steps outlined in section 1.13 of the Residence Contract. Student accounts will be charged the appropriate cancellation fees as outlined, according to the date of Cancellation.

Every student offered a room in Residence is expected to read the Residence Contract thoroughly before signing it. If a student is under the age of 19, their parent/guardian must also read this contract thoroughly and sign it. They must be certain that they are prepared to accept and adhere to the regulations included and that living in Residence is the best personal choice for them or their child. This decision will depend upon personal objectives and lifestyle preferences. Persons choosing to live in Residence must be prepared to accept academic endeavour as a priority and to appreciate that the number of people living in Residence and the physical nature of the buildings and environment require that these rules and policies will be enforced by the appropriate authorities within the community. Persons wishing a higher level of privacy or "personal space" and/or freedom from regulation and supervision often find that living in Residence is not the best choice for them. Students wishing to live in UNB Residence should be able to care for themselves independently and behave in ways that will not cause problems for themselves or those around them, nor negatively impact the welfare, safety, and success of others. It is highly recommended that every student purchase Contents Insurance to cover all of their personal belongings while living in residence.

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

- I acknowledge that my name and Residence address information may be provided to the agency responsible for the creation of voter lists for any municipal, provincial or federal election.
- I acknowledge, and agree, as a condition of living in Residence, to abide by the terms described in the Residence Contract and by the directions of the University and Residence.
- **I acknowledge that Residence, will, from time to time, communicate important information concerning the enforcement of the terms of this Contract by means of e-mail messaging addressed to my UNB e-mail account with the University and, when appropriate, to my parent or guardian's email provided below.** I further acknowledge my responsibility to regularly and promptly read and respond appropriately to such e-mail messaging.
- I accept a Residence room and by acknowledging this Residence Contract, which I have read and understood, agree to abide by the terms of the Contract. Violation of any of these terms may result in the termination of the Residence Contract.

Student's Information

Student's Name: _____ Student Number: _____ Date: _____

Student's Signature: _____

Parent/Guardian's Information (required if student is under 19)

Parent/Guardian's Name: _____ Relationship to Student: _____

Parent/Guardian Contact Information: Phone _____ Email: _____

Parent/Guardian Signature: _____

I am aware of the residence cancellation policy and associated fees should I choose to withdraw from residence:

(Student Initial)

(Parent/Guardian Initial)

Requested Contract Duration: Fall and Winter (September thru April)

Fall only (September thru December) -Please see reverse for eligibility

Winter only (December thru April)

Eligibility for a Fall Term Only Contract:

Students must be enrolled in a program requiring them to leave Fredericton for the Winter Term or are completing their academic programs and leaving the University at the end of the Fall Term. In both cases, documentation is required.

Please provide an explanation below to support your request for a Fall Term only contract. Please forward supporting documentation (co-op work term confirmation of work term outside of Fredericton, letter confirming graduation eligibility, exchange student information etc.) to Residence Administration.

A large rectangular box with a double-line border, containing 20 horizontal lines for writing an explanation.

For office use only:

A large rectangular box with a single-line border, intended for office use, currently blank.