University of New Brunswick Saint John Residence Division



2023-2024
Residence Contract



CONTENTS

	Summary of Contract	4
1.0	ADMINISTRATION	4
	Interpretation of Terms	4
	1.04 Extended Stays and Summer Residence	6
	1.05 Additional Occupant	7
	1.06 Mandatory Meal Plan	7
	1.07 Communications Agreement	7
	1.08 Eligibility	7
	1.08 Assignment Policy	8
	1.09 Compliance with Local Laws	9
	1.10 Contract Changes	9
	1.11 Rates and Payment	9
	1.14 Vacating Your Accommodation	11
	1.15 Abandoned Accommodation and Personal Property	11
	1.16 Assignment and Unauthorized Occupancy	12
	1.17 University's and RESIDENCE's Performance	12
	1.18 Liability	12
	1.19 Insurance	12
	1.20 Damages and Costs	13
	1.21 Room Entry	13
	1.22 Arrivals	13
	1.23 Early Arrivals	13
	1.24 Late Arrivals	14
	1.26 Paper mail and Packages	14
	1.25 Delivery of Personal Property	14
	1.26 Non-Residence Furniture and Appliances	14
	1.27 Housekeeping	14
	1.28 Repairs and Alterations	15
	1.29 Pest Treatment	15
	1.30 Construction and Maintenance	15
	1.31 Storage	15
	1.32 Room Changes	15
	1.34 Security	16
	1.35 Advertising/ Poster Policy	16
1.3	6 ACCOMMODATIONS	17
2.0	RESIDENCE COMMUNITY STANDARDS	17
	2.01 Purpose	17
	2.02 Scope	17

2.03 Our Mission	
2.04 Rights and Responsibilities of Residence Students	18
2.05 Equity, Diversity, Inclusion, and Indigeneity	18
2.06 Residence Community Standards	19
2.07 Alcohol	19
2.08 Cannabis	20
2.09 Narcotics and Unprescribed Drugs	21
2.10 Guest Policy	22
2.11 Smoking	23
2.12 Respect and Consideration	23
2.13 Fire Safety and Prevention	26
2.14 Building Security	26
2.15 Dignity and Integrity	27
2.16 Respect for Residence Property	29
2.17 Occupancy and Administration	29
3.0 UNB SAINT JOHN FOOD SERVICES	33
3.01 Dining Cards	33
3.02 Dining Room Rules and Conduct	33
APPENDIX II - Residence & Conference Services Team	36
APPENDIX III - Student Damage Cost Guide	37
Residence Contract Acceptance	40
Declaration	40

INTRODUCTION

This University of New Brunswick Fredericton (UNBF) contract consists of three main sections: 1. Administration; 2. Residence Community Standards; 3. Residence Food Service. Although individual sections may be printed, displayed, or read separately, they are all part of the Residence Contract and apply to the following residences located on or near the Saint John campus of the University:

- Sir James Dunn Residence
- Dr. Colin B. Mackay Residence
- Barry and Flora Beckett Residence

Students who wish to reside in the Residence Community with their children are ineligible.

This is a legally binding agreement between you and the University as represented by Residence, and/or the Residence Office within the department of Student Services ("Residence", "RO") This document and your Residence Contract Acceptance (either completed through the application process or during the check-in process), comprise the contractual agreement between you and the University (henceforward referred to as the "Contract").

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/housing/ or contact Residence Administration at (506) 648-5755 (contact information is listed in Appendix 1 of this Contract).

Section 2.0 Residence Community Standards

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 3.0 UNB Food Services

Students who reside in any UNBSJ Residence 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.

1.0 ADMINISTRATION

Interpretation of Terms

The resident will be referred to as "you," or "your," "resident," "residents," "student," or "students."

"Your accommodation," "the accommodation", "your room," "your unit," or "your suite" refer to the room identified on your Room Assignment located on your e-Services portal, and may be amended from time to time by agreement and, in particular:

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

If you live in shared accommodations, it refers to your room, and the kitchenette and washroom area you share with other residents. The kitchenette and washroom area that you share with another resident/your roommate is also referred to as your 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 applicable Residence Meal Plan fees, 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.

"Move-In Day" means the date identified as such on your Residence Contract Acceptance, unless otherwise agreed by you and Residence.

"Move-Out Day" means the date identified as such on your Residence Contract Acceptance, unless otherwise agreed by you and Residence.

"Residence fees" mean the fees applicable to your accommodation, as set out in the fee payment schedule listed on the University's Financial Services website, which includes all utilities.

"University" and "UNB Saint John" mean The University of New Brunswick. Residence is a department of the University and has the power to act on behalf of the University in respect to this Contract. References to RO refer to the University, acting through the Residence Office

In the calculation of days in this Contract (e.g., where five (5) day's notice must be given), the first day will be excluded and the last day included.

1.01 Binding Contract

By signing the Residence Contract Acceptance page, you have accepted an offer from the University for Accommodations in a student residence managed by RO. By accepting this offer you have confirmed that you agree to comply with the terms and conditions outlined in this contract.

Prior to moving into your accommodations, you must fill out and sign the Residence Contract Acceptance page. 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 RESIDENCE on the terms and conditions set out in this Contract.

1.02 Contract Term

The Contract term commences at 8 a.m. on Move-In Day and ends at 12 noon on Move-Out Day, by which time you must have vacated and surrendered your accommodation to the University.

As set out in the Residence Contract Acceptance page, your accommodation occurs within one of the following sessions (each, a "Session"): Fall & Winter Term; Fall Term only; Winter Term only.

These Terms take place during the following dates:

Term	Commencement Date	Residence Closed During Winter Holiday Break	End Date (Also referred to as Move-out Date)	Eligibility
Fall & Winter Terms	September 02, 2023 (New residents) September 4, 2023 (Returning residents)	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 7, 2024.	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.	All residents

Fall	September 02, 2023		Residents must vacate 24 hours	Residents must be enrolled in a
Term	(New residents)		after their Fall Term final exam,	program requiring them to leave
Only			but no later than 12 noon on the	Saint John for the Winter Term,
	September 4, 2023	N/A	day after the last regular	or are completing their
	(Returning residents)		scheduled exam of Fall Term, as	academic programs and leaving
			long as an End of Term Extension	the University.
			has been granted by Residence	at the end of the Fall Term. In
			Staff.	both cases, documentation is
				required.
Winter	January 7, 2024		Residents must vacate 24 hours	
Term	(All residents)		after their Winter Term final	
Only		N/A	exam, but no later than12 noon	
			on the day after the last regular	All residents
			scheduled exam of Winter Term,	
			as long as an End of Term	
			Extension has been granted by	
			Residence Staff.	

1.03 Residence Closure - Winter Holiday Break

All residence students that have accepted accommodations for the Fall and Winter Terms must vacate their 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.

1.04 Extended Stays and Summer Residence

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 resident's 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 fees 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 charged the flat rate extended stay fee.

Winter Term Extensions

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 Winter Term are required to complete an application for an extended stay. Details on how to apply for an extended stay will be provided to resident's 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. Winter 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. The fees for the extended stay are separate and in addition to all fees associated with the Fall and Winter Terms.

Summer Residence

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 their specific winter term check out date and in accordance with the summer fees as outlined on the UNB Residence website. Summer Residence is typically housed in our 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 payment for Summer Residence fees is due. Students are charged Summer Residence fess beginning from their specific winter term check out date until either the date that a student moves out of residence, or in the case of students who has a confirmed room assignment in residence the following Fall, the fee end date is the date that Fall Term residence re-opens for returning students in the Fall. If you have any questions about Summer Residence, please contact us at Res@unb.ca.

1.05 Additional Occupant

Additional occupants (others living full time with you) are not permitted. Students who wish to reside in residence with their family/partner/children are not eligible for residences governed by this Contract.

1.06 Mandatory Meal Plan

All residents are required to have a full meal plan. Residence Meal Plans are described in Section 4.0 of this Contract.

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, Tik Tok 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

Fall Term Only

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

• Your academic studies at UNB Saint John 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 Saint John.

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), 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.

Academic Criteria

To be eligible to reside in residence at UNB during the Fall or Winter Term 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 an AGPA/CGPA of at least 2.0) during the applicable term. The UNB Residence's primary mandate during the Fall and Winter Term is to provide residence accommodations to full time UNB students. Full time students that share a campus with UNB (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. 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.

Accommodations

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.

1.08 Assignment Policy

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.):

- 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, do not have repeated or significant residence contract violations or community standard violations, and have completed their residence application and paid their residence application fee before May 15th. Returning students that have reapplied and meet the requirements listed above, will be assigned a room in residence in sequence, based on the date UNB received their Residence Application and Application Fee.
- 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 and Application Fee.
- 4. Returning UNB students (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 do not have repeated or significant residence contract violations or community standard violations, and have paid their residence application fee after May 15th. 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.
- 5. **New UNB students that have paid their residence application fee after May 15th.** These students will be assigned a room in residence after all students above (groups 1 through 4) have been placed and in sequence based on the date UNB has received their complete residence application and residence application fee.

6. **All STU/NBCC** students that have submitted a residence application paid their residence application fee. These students will be assigned a room in residence after all students above (groups 1 through 5) 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 accommodation requirements, 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.

1.09 Compliance with Local Laws

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 RESIDENCE. To the extent that if there is any discrepancy between matters dealt with both in this Contract and any other publication of RESIDENCE, the provisions of this Contract shall prevail under the laws of the Province of New Brunswick.

1.10 Contract Changes

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

The Senior Director of Residence may choose to act outside of the Residence contract in emergency/special circumstances.

In emergency situations UNB Residence may develop and require residents to abide by certain requirements or precautions including but not limited to the wearing of face masks, collecting resident's vaccine status, physical distancing, sign-in or tracking procedures, room capacity limits, limits to who can enter certain areas or buildings, limiting or restricting guests etc. Failure to abide by these will be deemed to be a material breach and may result in Termination of this Contract.

1.11 Rates and Payment

You agree to pay the residence and meal plan fees which are outlined in the UNB Residence website. If you choose, or are required to change your accommodation, 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/or you receive confirmation from RL by email to your UNB email address that your Contract has been terminated.

The \$500 residence deposit is not refundable for any reason (unwilling or unable to attend UNB, deciding to live elsewhere etc.), 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 2022/2023 to Fall or Winter 2023/2024) or transferred to any other student or application process.

The minimum AGPA requirement for residence is 2.0.

You agree to pay for all U card transactions/balances associated with your card including laundry services, vending machines, and dining services. U card transactions can, at times, be delayed being applied to your U card balance. It is your responsibility to know your U card balance and ensure you pay for any transactions you are responsible for, regardless of when they were officially posted to your account.

1.12 Cancellation of the Residence Contract after Move-In Day

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. 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 res@unb.ca or directly to the Residence Administration front desk.

If a student chooses to leave residence but remains a student at UNB Saint John, they are responsible for the financial portion of the contract term, unless exceptional circumstances as noted above, have been approved by Residence.

Once you have determined you need to terminate your contract, you must complete the Contract Cancellation Request Form and submit to Residence Admissions. RESIDENCE will email you within five business days to confirm acceptance of your cancellation request, or in the case of exceptional circumstances, the decision by the RESIDENCE Manager.

- Once the Contract Cancellation Request form has been signed off by RESIDENCE, you must properly check out of residence on the day approved on the Contract Cancellation Request Form by RESIDENCE. It is your responsibility to:
- Read and understand the residence refund policy and table (outlined in this Contract and on the Contract Cancellation Request Form),
- Complete the check-out procedures. Checking out properly includes having a Residence Assistant check you out with your Room Inventory Form, returning all keys or key cards, furniture is rearranged back to how it originally was and removing all persons and personal possessions from your accommodation.

Failure to complete the check-out procedure will result in you being charged residence and meal plan fees (if applicable) until the earlier of:

- The date you return all assigned keys (replacement fees apply) and have a Residence Assistant complete the Room Inventory Form;
- The date RESIDENCE, solely at its own option, deems you to have abandoned your accommodations; or
- Your contractual Move-Out Date.

Once you have properly completed the check-out procedures RESIDENCE will process a refund to your student account determined by our refund schedule. Our refund schedule for residents staying for the Fall and Winter Terms are as follows:

Date Leaving	Beginning of Term to Sept. 30	Oct. 1 to Oct. 31	November 01 To End Of Term	Beginning of Term to Jan. 31	Feb 1 to Feb 28/29	March 01 To End Of Term
Refund	50%	25%	0%	50%	25%	0%

In order for a student to receive a refund they must withdraw from UNB Saint John prior to leaving residence.

If a student chooses to leave residence but remains a student at UNB Saint John he/she is responsible for the financial portion of the entire residence contract, unless exceptional circumstances as noted above, has been approved by the RSC Manager.

RESIDENCE will approve the Contract Cancellation Request form for Winter term fees if 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

• Move out of residence in order to participate in a co-op work placement outside of Saint John, an exchange program outside of Saint John, or a teaching or other academic practicum outside of Saint John.

In these circumstances, you must do both of the following.

- Complete the contract cancellation request at least 10 days prior to properly checking out; and
- Vacate your room by the date approved by RESIDENCE.

1.13 Termination of the Residence Contract by the University

Residence may, without notice, terminate this Contract, re-enter and take possession of your accommodation, remove you and all other persons and property and use such force and assistance as RESIDENCE deems necessary to take possession of the accommodation, if at any time:

- You fail to pay when due any of the fees stipulated in this Contract;
- You fail to pay when due any assessments pursuant to the terms of this Contract;
- RO 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;
- You no longer meet the eligibility requirements for residency in your accommodation;
- You fail to pick up your residence key or key cards and agree to this Contract within 5 days of the scheduled Move-In Date without written notification of your delay;
- You have violated University rules, policies or procedures and/or RESIDENCE rules, policies, procedures or regulations as stated in this Contract, as they may be amended from time to time;
- You breach any provision of this Contract.

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 full financial portion of the contract term, as outlined in section 1:13, including assessments accrued pursuant to the Terms of the Contract.

1.14 Vacating Your Accommodation

Vacating your accommodation means fulfilling all of the steps of the Check-Out Procedure:

- Removing all persons and personal possessions from your accommodation;
- Rearranging furniture to its original position and orientation;
- Cleaning your accommodation, including removing garbage;
- Contacting the Residence Assistant on duty to complete the Room Inventory Form;
- Returning key card and mailbox key.

If you fail to vacate your accommodation when required pursuant to this Contract, then in addition to RESIDENCE's other remedies, you will pay all of RESIDENCE's costs arising from such failure to vacate including, without limitation, the cost incurred to clean your accommodation. You acknowledge that any of your personal property and the personal property of your guests remaining at the Residence (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 RESIDENCE will be under no obligation to store any such belongings remaining in the Residence property.

1.15 Abandoned Accommodation and Personal Property

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

- A substantial amount of your personal property is removed, and your residence fees are unpaid after the date that they are due; or
- Your residence fees remain unpaid after the date they are due, and RESIDENCE has not received a response from you for a period of 5 days after sending you notice.

You acknowledge that in the case of abandonment, R) 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 and dependent on the amount of property a disposal fee may also apply.

1.16 Assignment and Unauthorized Occupancy

You alone 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.

Animals are not permitted in residence unless they are a non-dangerous fish, or a registered ESA as outlined in 2.17. Any unregistered animals will need to vacate residence immediately.

1.17 University's and RESIDENCE's Performance

The University and RL, insomuch 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 forgoing, 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.

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 always. In the event it becomes necessary for RL to close residence buildings, RL will communicate this to residents via email or letter in their UNB residence mailbox. Students will be required to vacate their accommodation within 48 hours after such notice.

1.18 Liability

The University or RO 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 lounges, common areas, laundry rooms, your accommodation etc. 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 RO. Without limiting the generality of the forgoing, 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, barbeques, squash courts, basketball courts, and laundry room equipment.
- 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.

1.19 Insurance

The University carries insurance for its own benefit. The University and RESIDENCE 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.

1.20 Damages and 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 building 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 building 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, behavior interventions, or eviction from residence. To appeal an assessment, you must follow the written appeal procedure as outlined in the Residence Resolution Process.

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

1.21 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.

Cleaners may also be entering spaces throughout the term but especially at the end of term to prepare vacant space for new students.

1.22 Arrivals

You may check into Residence after 8 a.m. on the Move-In Day for the Fall Term and Winter Term. Residents may not arrive earlier than the Move-In Day unless they qualify under Section 1.23 below.

1.23 Early Arrivals

Written permission to arrive early may be permitted for academic, athletic or orientation commitments that take place before your scheduled check in day. Please contact the Residence (res@unb.ca) at 648-5538 for more information, and to obtain an Early Return Contract. Please be advised that students are responsible for fees related to Early Arrival.

Early arrival is only available for the Fall Semester.

No activity or interactions shall involve acts of hazing, humiliation, intimidation, bullying, or coercion. Students who plan, implement, or participate in such activities will be subject to disciplinary action, which may include a charge under the UNB Student Disciplinary Code and/or eviction from residence.

Given the tendency for alcohol to detract from the Orientation experience (heightening emotions, inappropriate behaviour, etc.), Orientation is to be alcohol-free, both in terms of organized activities and personal consumption.

For the duration of Orientation, anyone returning to residence early is expected to:

- Refrain from consuming alcohol personally, on- or off-campus.
- Refrain from encouraging consumption of alcohol by others, including new students, and other residents.

Failure to uphold the special circumstances surrounding Early Arrival can result in

- Having to leave residence for the remainder of Orientation.
- Eviction from residence
- Other charges / sanctions under the Residence Community or University disciplinary codes

1.24 Late Arrivals

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

1.26 Paper mail and Packages

Paper mail on the Saint John campus can be picked up at the Residence Administration office. Paper mail that is received by residence for students who are not currently living in residence will be returned to sender.

Residence will notify students by email that a package as arrived for them. All packages will be delivered to the Residence Administration office. Students will need to come into the office and display a piece of photo ID to collect their package.

Packages will be held at Residence Administration for 7 days. Packages not picked up in that time frame will be returned to the sender. Encases where the sender will not accept the returned item, the package will be disposed of.

To ensure parcels and mail arrive at the proper residence please use your address provided at check-in or located on the Residence website.

In the case where a student is unable to pick up their packages due to academic commitment, they can designate one person to pick up their package. After receiving a package email from Residence, the student must email back and provide the full name of the designate and the date of pick up. This must be completed each time the package needs to be picked up by a non-receiver.

Perishable items (food deliveries etc.) must be picked up the same day they are delivered.

1.25 Delivery of Personal Property

Residence 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.

Residence does not accept any responsibility for personal property delivered to the Front Desk or left in residence areas.

Residence will not hold mail at the end of the semester, nor will mail be forwarded.

1.26 Non-Residence Furniture and Appliances

Residence rooms 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.

1.27 Housekeeping

Following check-in you have 24 hours to sign your completed "Room Inventory Form" and submit it to RESIDENCE staff. 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.

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 your unit or suite clean it will result in an assessment and/or possible relocation of you or other residents, and/or denial of a future residence offer

1.28 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 the Residence Admission. Without limiting the forgoing, residents are prohibited from painting or wallpapering their room, unit, or suite.

1.29 Pest Treatment

You shall not allow conditions to exist that, in the opinion of RESIDENCE, 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 RESIDENCE. 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 RESIDENCE 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 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 suspect an infestation, you are not to remove any belongings from your accommodations until RESIDENCE has indicated the prescribed treatment and protocol, as such action on your part may spread the infestation.

1.30 Construction and Maintenance

There are on-going maintenance, renovation, and construction projects taking place in and around the residences. The work typically takes place during regular business hours but may begin earlier or extend 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 relocate temporarily or permanently 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.

1.31 Storage

There may be limited storage space available in Residence for residents only. This space is not available for furniture storage and is not secure. The University and RESIDENCE 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 Term or Winter Terms must be labelled with the student's name and student number. All items left in storage rooms that are not labelled may be removed and disposed of without further notice.

Students who have been accepted to return to Residence for the Fall term may store up to two items (i.e. suitcases, plastic totes, minifridges) during the summer. Students who will be returning to Residence and live outside of the Maritimes or students who remain in Residence over the summer period may store additional items, but they must receive approval from the Residence Life Coordinator.

If a student is granted permission to store their belongings over the summer and then fails to return to the UNB Saint John Residence Community the next term, they must pay a \$250 storage fee to RESIDENCE before they will be able to retrieve their stored items. In this circumstance, all items must be retrieved by September 5. Items remaining in storage past September 30 may be disposed of at the discretion of the RESIDENCE Manager or the RLC.

1.32 Room Changes

Room changes, whether in house or to a new building for accommodation, must be approved by Residence. The initial request is to be made to your Residence Assistant, 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 changes, whether in house or to another building, is \$35.00, and will be billed to your UNB Student Account.

Students required to change rooms due to behavioral intervention/conduct 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 \$35.00 room change administrative fee.

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 accommodation 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 RO 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 later/date.

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

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 RO or the room change will be void.

1.33 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 on all motorized vehicles. Parking passes can be purchased from Financial Services located on the first floor of Oland Hall.

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

Bicycles, scooters, or other similar vehicles may not be stored inside any accommodation.

1.34 Security

You are responsible for taking reasonable precautions to ensure that your accommodations 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, and immediately reporting strangers or security concerns. You are not permitted to copy any key or key card provided by RESIDENCE. Lost keys should be reported immediately to Residence Admissions to be replaced.

1.35 Advertising/ Poster Policy

Advertisements and/or posters from outside groups or non-RESIDENCE groups from UNB are only permitted to be displayed in an electronic form. Digital files must be submitted and approved by the RLC or designate prior to being displayed. RESIDENCE reserves the sole and exclusive right to make exceptions to this policy.

All promotional material must abide by all UNB Saint John and RESIDENCE policies, rules, and regulations. Any material found in Residence other than the designated community areas will be removed immediately and that establishment, company, group etc., will

be prohibited from future advertisements. If residents are found to be in breach of this paragraph, they will be subject to disciplinary action and the possibility of not being re-admitted to Residence in future terms.

1.36 ACCOMMODATIONS

Residence students may request accommodation regarding the Residence Community Standards. The following list includes, but is not limited to, some of the possible accommodations that a Residence student may request:

- Ceremonial and/or cultural/religious requests,
- Guest policies,
- Medical drug permissions,
- · Residence property and furnishings adjustments,
- Service/support animals (service, therapy, emotional support),
- Smudging
- Specific equipment or device use

Residence students may request accommodation at any point in any process through discussions with Residence. Accommodations will be provided in accordance with the New Brunswick Human Rights Act and applicable University policies and procedures.

2.0 RESIDENCE COMMUNITY STANDARDS

2.01 Purpose

The Residence Community Standards aim to define the rights, responsibilities, and expectations of a UNB Residence student. Residence, under the umbrella of the Department of Student Affairs and Services, strives to enhance a resident's university journey by providing a supportive living environment conducive to academic success, personal learning and growth, respect for diversity, and responsibility for community living. Each member of the residence community bears the personal and shared duty of establishing a positive and welcoming environment for all, by adhering to all community standards.

2.02 Scope

The Residence Community Standards pertain to a resident's behaviours, activities, actions, or lack thereof. These behaviours can be a one-time occurrence, repeated actions, or part of a consistent pattern that, when viewed as a whole, violate the Residence Community Standards. Residents are expected to abide by the Residence Community Standards from the moment they sign the Residence Contract and move into a UNB Residence building, until their housing contract expires, is cancelled, terminated, or if they choose to voluntarily leave Residence.

The Residence Community Standards apply to a resident's actions or behaviours that take place on Residence premises, including, but not limited to, the interior of buildings, entrances, walkways, and rooftops. It also includes the immediate surroundings outside the Residence. If a resident engages in misconduct while visiting an on-campus Residence dining hall, they may be held accountable for a breach of the Residence Contract. Sanctioned Residence events, whether on or off-campus, fall under the jurisdiction of the Residence Community Standards. Moreover, should a resident's conduct or activities on an online platform, like social media, breach the Residence Community Standards or result in conceivable harm or actual detriment to members of the Residence community, whether indirectly or directly, the student may be in breach of the Residence Community Standards.

Residents who engage in misconduct outside of Residence property will be referred to UNB Security & Traffic or the appropriate University officer to follow up under other existing University policies. Any complaints or concerns that do not involve a resident, such as campus-related complaints, non-Residence-related complaints, complaints regarding non-residents, or complaints involving university faculty or staff, will be directed to the relevant department(s) in accordance with the established policies and procedures of the University. This includes the actions or behaviours of a non-resident that occurs on Residence property.

Residents are subject to all municipal, provincial, and federal laws. In situations where Residence becomes aware that a student has violated the law, the incident will be referred to the appropriate law enforcement agency. In instances where the conduct of a Residence student falls within the scope of other institutional policies, such as

UNB's Sexual Assault Policy or the Discrimination, Sexual Harassment and Harassment Policy, the matter may be addressed by the university through the respective process.

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 Rights and Responsibilities of Residence Students

Residence aims to promote personal growth and development within our community members through various educational and academic initiatives, while also holding individuals accountable for any violation of the Residence Community Standards. It is important to acknowledge that not everyone is well-suited for the unique characteristics of living in a residence. Residence life entails a high-density, communal living setting that necessitates a heightened level of awareness, care, and respect for the well-being of fellow residents. It differs from living in a private apartment or house, as one's personal preferences and behaviours must align with creating a safe and appropriate shared environment that supports the University's academic mission. As a resident, you bear sole responsibility for your choices, and it is crucial to consider how those choices impact both yourself and the community around you.

As members of the community, every resident has a personal and shared obligation to foster a positive and inclusive environment for all students. It is your duty to promptly report or disclose any instances of misconduct that come to your attention, particularly if they involve potential harm, violations of the Residence Community Standards, or actions that compromise the dignity of other residents.

The following guiding principles outline the rights and responsibilities of residents:

Academic Environment: Residents have the right to live in an environment conducive to their academic goals, and it is their responsibility to help maintain this environment for others.

Communication and Collaboration: Residents have the right to open and respectful communication, and it is their responsibility to engage in constructive dialogue, actively participate in community discussions, and collaborate with their fellow residents.

Diversity and Inclusivity: Residents have the right to be included and valued regardless of their background or identity, and it is their responsibility to promote an inclusive space.

Personal Accountability: Residents are accountable for their actions and behaviours within the Residence community. This includes having the responsibility to abide by the Residence Community Standards and other policies set forth by the university.

Respect for Others: Every resident has the right to be treated with respect, and it is their responsibility to respect the rights and dignity of fellow residents.

Safety and Security: Residents have the right to feel safe and secure in their living environment, and it is their responsibility to contribute to the overall safety and security of the community.

In instances where it is alleged that a resident has violated the Residence Community Standards, the student may be required to participate in the Residence Resolution Process. They will have a right to procedural fairness, to ensure they are given fair consideration during the fact-finding process and determination of responsibility.

2.05 Equity, Diversity, Inclusion, and Indigeneity

Residence's core mission is to foster and support communities that wholeheartedly embrace and celebrate the principles of equity, diversity, inclusion, and indigeneity. As a department, Residence firmly believes the unique and diverse backgrounds, perspectives, and lived experiences of community members are foundational for a strong community.

The establishment of an inclusive living environment, where every student is embraced, is both a personal and shared obligation. All members of the Residence community, irrespective of their racial or ethnic background, skin color, religion, age, gender, sexual orientation, gender identity, disability, or any other differentiating factor, have the right to live peacefully and thrive in Residence.

Residence respectfully acknowledges that UNB stands on the un-surrendered and unceded traditional Wolastoqey land. The lands of Wabanaki people are recognized in a series of Peace and Friendship Treaties to establish an ongoing relationship of peace, friendship, and mutual respect between equal nations. We recognize that the unresolved relationship between Indigenous and non-Indigenous people limits us from reaching our full potential as a society. As Residence continues its work in creating equitable and inclusive living environments for all students, residents are welcomed and encouraged to take part in this mission by submitting their thoughts and ideas to reslife@unb.ca.

2.06 Residence Community Standards

As a resident, it is your responsibility to comply with the behavioural standards outlined by Residence. The Residence Community Standards exist to support your learning and overall personal wellness. Ignorance, anger, alcohol, or substance use will not be accepted as an excuse, reason, or rationale for unacceptable behaviour. The Residence Community Standards also encourage you to take responsibility for your actions to ensure that everyone in residence has a safe and enjoyable experience. If you have any questions regarding the Residence Community Standards, please contact your Residence Life Coordinator.

Violations of the Residence Community Standards are addressed as described in the Residence Resolution Process.

2.07 Alcohol

Engaging in illegal, disruptive, or unsafe behavior related to alcohol is strictly forbidden. Residents who decide to consume alcohol are expected to do so responsibly and in accordance with all applicable federal, provincial, and municipal laws, as well as university policies and regulations. Being under the influence of alcohol does not serve as a valid excuse for violating the Residence Community Standards.

Residence Administration cannot accept alcohol deliveries on behalf of residents, regardless of their age.

Alcohol Paraphernalia

Possession of accessories intended to promote excessive or rapid alcohol consumption or encourage dangerous alcohol-related activities is strictly prohibited. These items include, but are not limited to, drinking hats, funnels, and any equipment used for brewing, distilling, or producing alcohol, such as beer, cider, wine, spirits, or any other form of alcohol.

Distribution of Alcohol to Minors

Residents who are of legal drinking age are strictly prohibited from selling, distributing, or providing alcohol to individuals under the age of 19 on Residence property. Any student found supplying alcohol to a minor may face referral to the University and/or local law enforcement.

Large Alcohol Containers

Possession and/or consumption from 'common source' alcohol within Residence is prohibited. Examples of large alcohol containers include Texas Mickeys, kegs, mini-kegs, growlers, wine boxes and "borgs," among others. Spirits and bottled wine must not be consumed from their container directly.

Open Alcohol

Residents who are of legal drinking age are allowed to consume alcohol in Residence bedrooms, suites, and designated lounges, as well as at Residence-sanctioned events where alcohol is permitted. Consuming alcoholic beverages is not allowed in any other areas, including but not limited to patios, courtyards, elevators, washrooms, laundry rooms, hallways, stairwells, foyers, dining halls, and all other areas outside the residence buildings.

In lounges, individuals are limited to one standard drink per person at any given time, and it must be contained in a plastic cup, can, or glass bottle covered with a koozie. It is permissible to transport alcoholic beverages between rooms and lounges in hallways, stairwells, elevators, and foyers, provided the beverage is in a sealed container.

Promotion and Glorification of Alcohol Culture

Engaging in activities that encourage excessive or rapid alcohol consumption, as well as those promoting unsafe drinking practices, is strictly forbidden on Residence property. This includes any involvement in or promotion of drinking games and binge drinking. Traditional drinking games like "beer pong," "flip cup," "King's cup," "quarters," and others are not allowed on Residence property, regardless of whether alcohol is present. The list provided is not comprehensive, and decisions regarding whether an activity qualifies as a "drinking game" will be at the discretion of the Residence staff.

Residents are strictly prohibited from engaging in the following activities on Residence property:

- 1. Creating trophies from alcohol bottles.
- 2. Displaying full, partially full, or empty alcohol bottles in windows.
- 3. Stockpiling alcohol.

Organizing, promoting, or participating in alcohol tours, such as "floor crawls," within the Residence premises is also strictly prohibited.

Underage Alcohol Possession/Use

Residents who are under the legal drinking age are not permitted to possess or consume alcohol. The legal age to consume alcohol in the Province of New Brunswick is 19.

2.08 Cannabis

Behaviour involving cannabis that is illegal, disruptive, or threatens the safety and well-being of oneself or others is prohibited. Residents who choose to consume cannabis must do so responsibly and in compliance with all federal, provincial, and municipal laws and university policies and regulations. Students of legal age may consume cannabis in its non-smokable and non-vaped forms (i.e., edibles, oils etc.) while in residence rooms and designated lounges but must comply with the law(s) when doing so. Being under the influence of cannabis does not serve as a valid excuse for violating the Residence Community Standards.

Residence Administration is unable to accept deliveries of cannabis on behalf of residents, regardless of age. Residents who require the use of medical cannabis must register with the Student Accessibility Centre and consult with Residence to develop an accommodation plan that best meets their needs.

Cannabis Paraphernalia

Cannabis accessories including, but not limited to, bongs, hookahs, vaporizers, and grinders are permitted in Residence, but only for storage purposes. All paraphernalia must be stored in a private space within a resident's room, in a sealed, air-tight container such that any smell is undetectable outside a residence room and inaccessible to those under the age of 19 when it is not being actively used. Containers should be clearly labelled as containing items used in the preparation or consumption of cannabis.

Cooking, Production of Cannabis & Cannabis Plants

The possession and cultivation of cannabis plants or seeds are strictly prohibited on Residence property. Residents are not allowed to produce cannabis on Residence grounds, which includes using the shared amenities, such as microwaves, ovens, and stoves, to cook with cannabis or prepare edibles. Residents who are of legal age and have legally acquired edibles may possess and use them in designated spaces within the Residence. It is essential to adhere to all relevant laws and regulations regarding the use of edibles in these spaces.

Distribution of Cannabis to Minors

Residents who are of legal age are strictly prohibited from selling, distributing, or providing cannabis or cannabis by-products to individuals under the age of 19 on Residence property. Any student found supplying cannabis to a minor may face referral to the University authorities and/or local law enforcement.

Immoderate Possession of Cannabis

As per the <u>Cannabis Act</u>, residents may possess up to 30 grams of dried cannabis, or its equivalent in oils or edibles, for non-medical purposes provided it is in a sealed, air-tight container. Possession in excess of the legal limit may result in referral to the University and/or local law enforcement.

Open Cannabis

The possession of cannabis is confined to specific areas such as bedrooms, suites, and living rooms, except when it is being transported to a designated consumption space or taken outside of the building. When transporting cannabis in such instances, it must be stored in a sealed, airtight container to minimize any impact on the surrounding community, regardless of its state. It is strictly prohibited to have cannabis in any other areas beyond those mentioned earlier, including hallways, stairwells, dining halls, and washrooms.

Residents of legal age can keep cannabis in their Residence room, either in its original packaging or in a sealed, airtight container. However, it is essential to ensure that the scent of cannabis remains completely undetectable outside of the residence room and inaccessible to individuals under the age of 19 when not being actively consumed.

Promotion and Glorification of Cannabis Use

Promoting or participating in games or activities that result in the excessive or unsafe consumption of cannabis is prohibited. Decisions regarding whether an activity falls under this category will be at the discretion of the Residence staff.

Underage Cannabis Possession/Use

Residents who are under the legal age of consumption are not permitted to possess, consume, store, or have access to cannabis or cannabis by-products. The legal age to possess or use cannabis and any by-products in the Province of New Brunswick is 19.

Students of legal age may consume cannabis in its non-smokable and non-vaped forms (i.e., edibles, oils etc.) while in residence rooms and designated lounges but must comply with the law(s) when doing so.

2.09 Narcotics and Unprescribed Drugs

Federal, provincial, municipal law, and UNB policies, state that it is illegal to use, sell, or possess illegal drugs, controlled substances, non-prescription drugs and/or prescription drugs not prescribed to the person in possession of these drugs. Circumstances that lead to drug suspicion will prompt an investigation from Residence Staff and/or Security & Traffic. Residents who violate any of the following Residence Community Standards will be referred to the appropriate university official for possible charges under the Student Disciplinary Code or the General Regulations on Student Non-Academic Conduct. The University may also choose to refer the incident to local law enforcement for possible prosecution under the Criminal Code of Canada.

Drug suspicion is defined as specific and direct observations regarding the physical surroundings or the behaviour, speech, or smell of an illegal drug.

Illegal Drug Distribution/ Trafficking

Residents are prohibited from trafficking illegal drug substances or possessing quantities of legal drugs beyond what law enforcement would consider for recreational or medical use.

Illegal Drug Paraphernalia

Illegal drug paraphernalia, defined as equipment or materials used to produce, store, conceal, or consume illegal drugs or substances, is prohibited in Residence.

Illegal Drug Possession/ Use

The possession and/or use of illegal drugs is prohibited on all Residence and University property.

2.10 Guest Policy

Residents have the privilege of hosting guests in their residence. A guest is characterized as an individual who does not reside in the same building as the host. Residents are responsible for the behaviour of their guest at all times. If a guest violates a policy, the host will be held responsible as though the host violated that policy. Residents are also responsible for any violations of the Residence Community Standards that take place in their respective residence room, regardless of whether they are present. Residents are encouraged to lock their residence room doors when they are not present.

It is expected that residents exercise caution and take necessary measures to ensure their guests' compliance with the community guidelines. Unless otherwise advised, residents must abide by the following guest expectations:

- 1. Residents are responsible for their guests' behaviour regardless of whether they participated in, condoned, or were aware of the guests' behaviour. Anyone who is invited to, accompanied on, accepted, or admitted to the residence property (which includes but is not limited to all residence buildings, parking lots, and surrounding grounds) is deemed to be a guest of that resident.
- 2. Granting access to a Residence building, such as opening an exterior door, for a stranger, tailgater, or uninvited individual is strictly forbidden on Residence property. Any resident providing such access will be considered the host of that person and will be held accountable for their behavior, as if they were an invited guest.
- 3. While on Residence property, residents must be present with their guests at all times. A host's absence does not excuse or release them from responsibility for their guests' behavior. Residents are accountable for their guests' actions until the guests leave the residence property.
- 4. In cases of non-compliance with the Residence Community Standards, a guest may be asked to leave Residence Property immediately, based on the discretion of Residence or University staff. The severity of the non-compliance will determine if the individual also faces additional restrictions, such as being barred from returning to the Residence as a guest in the future. Incidents of severe misconduct will be promptly reported to Security & Traffic and/or local law enforcement for appropriate actions to be taken.
- 5. Accompanying or acting as a host to any individual who was previously evicted and does not have visiting privileges, or to a person whose visiting privileges have been revoked, is strictly prohibited.
- 6. Residents are held responsible for activities that occur in their room, irrespective of their presence.
- 7. A resident's failure to lock their door does not mitigate their responsibility for the actions of others that occur in the resident's room or unit.
- 8. Residents can only host two (2) people at a given time.
- 9. Residents who live with others must obtain permission from their roommate or suitemate(s) to allow an overnight guest.
- 10. Children (16 years of age and younger), are not permitted to stay as guests in residence during the overnight period of Midnight to 7:00 A.M.
- 11. Residents may accommodate overnight guests in their rooms for a maximum of three nights in any given week, with no more than two nights in a row. A guest is considered overnight when they are in residence between midnight and 7 a.m. for any length of time. Residents will be subject to disciplinary for guests' stays that exceed this period or are a disturbance to the floor, or resident(s). No extra bedding is available, and guests may not sleep in the lounge or common area. No person may be the guest of more than one resident in succession. In exceptional circumstances, extensions may be granted by the Residence Life Coordinator.

- 12. No overnight guests are not permitted during Orientation Week or the Final Exam Periods in December and April.
- 13. Residence reserves the right to limit the number of persons who may be registered as a guest during certain periods of the academic year, under special circumstances, or due to ongoing conduct issues in the building. This may apply to an individual, a Residence building, or all residents.

Pre-Planned Guest Restrictions

There are several times throughout the year where a guest restriction is in place for the added safety and comfort of students in residence. In Saint John, no guests from outside of Residence will be permitted in residence at any time during these special events. Specific details regarding guest restrictions will be communicated to residents in advance.

These policies will be in effect leading up to, and during the days of the special event. These times include, but are not limited to, the following:

- Orientation Week (September)
- "Fake Homecoming" (September)
- Halloween Weekend (October)
- St. Patrick's Day/ Weekend (March)
- Last Class Bash (April)

The above guest policy may need to be amended or revoked entirely due urgent or emergency situations, for health or safety related concerns or in response to Public Health, Government, or UNB directives. In these circumstances, the Residence aims to provide as much notice as possible to residence students.

2.11 Smoking

The University of New Brunswick's smoke-free policy prohibits the smoking of tobacco and cannabis by all methods, and prohibits vaping of all substances in any form, including the use of vaporizer and inhalant devices such as vape pens and e-cigarettes at all buildings and grounds owned, leased, or operated by the university, including outdoor play areas, athletic and recreational fields, university residences and housing. The policy also applies to vehicles or equipment rented, owned, or leased by the university.

Failure to abide by the smoke-free policy in Residence may result in sanctions, and/or administrative charges to cover the costs associated with cleaning a residence space. Smoking off Residence property may be referred to UNB Security & Traffic for follow-up under the Student Disciplinary Code.

Smoking

Smoking is strictly prohibited in all areas on campus, including residences. Residence students are not allowed to use the following, non-exhaustive list of items while on Residence property: smoking cigarettes, vapes, cigarillos, cigars, cannabis, smoking pipes, electronic cigarettes, hookahs, shishas, and any other smoking devices.

2.12 Respect and Consideration

Residents are expected to demonstrate respectful behaviour towards other Residence community members including other residents, student staff, and employees of the University. Behaviours that a resident knows or ought to reasonably know are disruptive in nature or create, or have the potential to create, a hostile, unsafe, or uncomfortable environment for others will not be tolerated.

Compliance with Health and Safety Directives

Failure to follow UNB Residence, University, or provincial regulations related to pandemic mitigation, or any other health and safety concerns is prohibited. Residence may develop and require residents to abide by certain requirements or precautions. These precautions may be adjusted throughout the year to ensure adherence to Provincial and University changes.

Examples of precautions Residence may impose include but is not limited to the wearing of face masks, physical distancing, room capacity limits, limits to who can enter certain areas or buildings, and limiting or restricting guests.

Gambling / Gaming Events

Hosting, organizing, or participating in an unauthorized gaming event that requires or encourages students to use or exchange money or valuable items is not permitted in Residence. This includes, but is not limited to, poker nights, pools, and raffles.

Inappropriate Behaviour

Any conduct that is inappropriate or disruptive to the residence community or the University, as determined by Residence is prohibited. Residents are expected to act in a manner that does not negatively impact other members of the Residence community. Actions that adversely affect oneself or others, or have the potential to, from not adhering to the Residence Community Standards are prohibited. Residents must remove themselves from situations that violate the Residence Community Standards and are encouraged to contact a Residence staff member if they witness inappropriate behaviour in residence.

Residents who have previously participated in the Residence Resolution Process and violate a condition of an imposed sanction (i.e., guest ban, etc.) may be held responsible engaging in inappropriate behaviour.

Initiations or Hazing

Initiation or hazing activities that single out residents, create mental or physical discomfort, exposes another to embarrassment or ridicule, and/or may be physically or emotionally harmful to others, are prohibited. Encouraging, participating in, or supporting such activities are not permitted, regardless of the willingness or consent of the participants.

Noise

Residence is a thriving and rapidly expanding community with a high population density. It is important to note that in such a lively environment, some level of normal living noise is to be expected Absolute silence is not possible; however, residents are not permitted to create excessive noise.

Residents are expected show consideration for their Neighbours 24 hours a day, seven days a week. The priority of Residence is to ensure that individuals have an environment conducive to studying and sleeping, which takes precedence over others' rights to create noise. In cases of dispute, Residence will assess and determine what is deemed reasonable. If someone requests that you reduce your noise level, it is important to respect their wishes and make the necessary adjustments.

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. Musical instruments may not be practiced or played in the resident's room or unit. 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 piano) are not permitted in residence.

The use of the outdoor areas (the green spaces around residences) for sports or other activities creating noise is not permitted during Quiet Hours.

In addition to being always considerate, 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 (if applicable), or which can be heard outside the residence building and may disturb a resident inside the building. This refers primarily, but not exclusively to talking, noise from audio equipment, radios, televisions, musical instruments, computer equipment, and telephones.

QUIET HOURS

Noise Residents are expected to always be considerate of their neighbors and surrounding environment. The use of the outdoor areas for sports or other activities creating noise is restricted to non-quiet hours.

Quiet Hours are observed:

- Sunday Thursday: 10:00pm 7:00am
- Friday and Saturday Evenings: 1:00am 9:00am
- Final Exam Periods (December & April): 23 hours a day, except 5:00PM 6:00PM daily.

High levels of bass or music from speakers or other equipment such as subwoofers or other sound augmenting device are always prohibited. Quiet Hours may be adjusted in relation to major exams.

Non-Compliance with University Staff & Others

All members of the Residence community are expected to engage with one another in a respectful manner. This expectation applies to Residence staff, Facilities Management, third-party contractors, emergency personnel, police, and other individuals involved in the Residence operations. Residents and their guests are required to cooperate with reasonable requests made by university staff while they are performing their duties. This cooperation includes, but is not limited to, complying with verbal or written requests, providing valid student identification when requested, and providing any relevant information to staff if known.

Deliberately providing false or inaccurate information, such as providing a false name, is strictly prohibited. Such behavior, especially when it allows a resident to engage in conduct that would otherwise be prohibited, may contradict local laws, and could have legal consequences.

Engaging in misleading behavior or refusing to cooperate during fact-finding processes, crisis situations, or public safety management is strictly prohibited.

Parties or Large Gatherings

Residents are not permitted to host, advertise, or attend an organized or spontaneous party or unsanctioned gathering on Residence property. A party or large gathering is defined as a social gathering that meets one or all the following criteria:

- Over the maximum capacity of a Residence room (8 people) or sizeable gathering in a common space.
- Intoxicants are being consumed as one of the primary activities.
- Music is a major part of the atmosphere and is too loud to be considered background music.

Physically Active Games in Residence Buildings

Residents are not permitted to engage in physically active games or activities inside the residence buildings that have the potential to damage property or cause injury to participants. This includes, but is not limited to, games or activities that involve throwing, kicking, or shooting an object (i.e., ball hockey, football, golf, mini-golf, soccer, Frisbee, hacky sack, etc.), games or activities that may result in participants running (i.e., tag, water fights etc.), cycling, skateboarding, among others.

Raids, Pranks, or Social Media Challenges

Initiating, encouraging, supporting, or participating in raids, pranks, or social media challenges that are inappropriate, disruptive, offensive, or hostile towards residents and/or staff, or that jeopardize the safety and security of others is prohibited, regardless of whether consent was obtained or implied.

Staff Disrespect

Disrespect to University of New Brunswick staff, such as Residence staff and Security and Traffic personnel, is not permitted. Examples include, but are not limited to, harassment, verbal threats, insults, and bullying.

Scents

Strong scents including, but not limited to, incense, room sprays, personal scents, fragrances, and some aerosol products may impact community members. These products may also trigger allergic sensitivities, or the activation of fire safety equipment, and you may be asked to refrain from using such items. In addition, mothballs and camphor are not permitted in residence. Students who opt to smoke (i.e., cannabis, cigarettes, etc.) outdoors must be mindful of, and minimize, any residual scent they might carry upon re-entry to a Residence building, as these scents can have an effect on fellow community members in the vicinity.

2.13 Fire Safety and Prevention

Behaviour that endangers the safety of the Residence community or jeopardizes fire safety systems within the building is strictly prohibited.

Cooking

The use of cooking devices that have open coils, open flames, induction cookers, or gas-based mechanisms, including but not limited to hot plates and butane burners, is strictly prohibited within the Residence. This also includes appliances such as toasters, sandwich makers, electric grills or griddles, barbecues, or any other devices with exposed heating elements. It is mandatory for residents to be present at all times while using cooking appliances to prepare food. Approved cooking appliances can only be used in designated areas. However, residents are allowed to have microwaves and mini fridges in their Residence rooms.

Communal kitchens are provided for the convenience of all residents. It is expected that residents will use their own dishes and clean them, as well as the surrounding area, before leaving the kitchen facility.

Communal Kitchen Hours: Daily 6:30 A.M. until 12 A.M. (except Friday mornings for cleaning)

Explosives, Flames, and Flammable or Dangerous Material

Possession of explosive or flammable material including, but not limited to firecrackers, fireworks, dynamite, gasoline, compressed spray can, propane tanks, or other such materials is not permitted on Residence property. Candles, incense, potpourri pots, or open flame items of any kind are also prohibited. 3D printers, or any other devices or objects that emit large amounts of heat, fumes, poisons (i.e., milk crates), or particulate matter are not permitted on residence property.

Halogen lamps and other high heat emitting and/or high wattage lamps or light sources (using over 60-watt bulbs) are not permitted in residence due to an increased risk of fires.

Failure to Evacuate

Once a fire alarm starts, all students and guests must evacuate the building immediately. Re-entry into the building is not permitted until it is deemed safe by the local Fire Department.

Tampering with Fire Safety Equipment

Safety equipment including sprinklers, smoke detectors, heat sensors, fire exit signs, fire extinguishers, pull stations, hoses, alarm bells, fire 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 may result in a fine.

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 sprinkler heads, or striking safety equipment with an object, tampering with fire doors etc.

Discharging, tampering with, or operating any fire prevention or detection apparatus for any purpose other is illegal and will be treated very seriously by Residence, the University of New Brunswick, and local Police.

2.14 Building Security

Behaviour that jeopardizes, or has the potential to jeopardize, the safety & security of oneself, others or a residence community is prohibited.

Accessing Restricted or Unauthorized Areas

Residents are not permitted access to unauthorized areas unless accompanied by a representative from Residence. 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, or any area marked "staff only," "authorized personnel only," or "closed" etc. Accessing these areas is prohibited and will result in disciplinary action and may result in eviction and/or referral to the police.

Residents must contact Residence if they wish to allow another person into their room for the purpose of retrieving an item. Requests will be assessed on a case-by-case basis to determine whether room entry is warranted. Students are not permitted to manipulate the lock, the door, or the window to access a space. The following acts are strictly prohibited:

- Possession of devices or apparatus that are designed or regularly used for gaining access to a locked area.
- Unauthorized entry into another resident's room or unit; and
- Unauthorized entry into a residence building (this includes following someone into a building that you do not live in, without being invited in as a guest of a resident of that building

Dangerous Activity

Participating in activities that endanger the safety of individuals or risk damage to property is strictly prohibited. This encompasses actions such as deliberately damaging objects, breaking glass, using vehicles inside the building, entering restricted areas without authorization, engaging in rough physical play (e.g., wrestling), igniting fires anywhere on the Residence grounds, or utilizing windows as entry or exit points. Restricted activities include any activity that, in the opinion of Residence staff, is dangerous or potentially harmful to any persons or property.

Door Propping

Any attempt to prop exterior Residence doors or tamper with perimeter equipment doors is not permitted. Students are expected to abide by the access hours/restricted use signs posted on exterior residence doors and use main doors for entry and exit.

Theft

Theft or possession of property belonging to another person or the University without permission is strictly prohibited and may lead to a referral to law enforcement.

Unauthorized Key Possession and/or Use

Unauthorized possession or unauthorized use of Residence keys is prohibited. Residents are not permitted to copy any keys provided by Residence, lend, or borrow Residence keys.

Weapons

Residents and their guests are not permitted to bring or keep any of the following while in Residence:

- Any real or replica projectile weapon, including but not limited to real or replica firearms, air guns, crossbows, sling shots, paint-ball guns, BB guns,
- Any form of ammunition (i.e., arrows, bullets, bolts, shells, projectiles, etc.)
- 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.

Any material or object that will endanger student health and safety in residence.

Wielding any object including, but not limited to, the weapons listed above, or any item that is perceived as threatening or aggressive may result in a referral to law enforcement.

Accommodations for extenuating circumstances, professional sport, or religious reasons must be arranged with Residence prior to bringing the object into the building.

2.15 Dignity and Integrity

Engaging in behavior that causes physical harm, interference, fear, intimidation, or has the potential to do so, is strictly prohibited. Learn more from the Human Rights and Equity Office.

Acts of Intolerance

Any form of conduct that results in adverse treatment based on race, ancestry, place of origin, color, ethnic origin, citizenship, creed/religion, sex/pregnancy, sexual orientation, gender identity, gender expression, family status, disability, age, marital status, record of offense, receipt of public assistance, or any other protected human right is strictly prohibited. This includes, but is not limited to, posting or distributing offensive material, creating an intimidating, hostile, or uncomfortable environment, displaying offensive posters or pictures in public areas, using electronic means to convey obscene or objectionable messages or materials, engaging in offensive graffiti, or encouraging offensive acts or behavior.

Every individual within the University Community has the right to an environment characterized by equal opportunity and equitable access to university resources and services. It is the responsibility of everyone to treat all members of the community without discrimination.

Capturing the Image of a Group or Individual

Residents and guests are strictly prohibited from using audio, video, or any other digital devices to capture someone's image or voice without their explicit permission. Residents may not disclose or distribute images or audio recordings of another person without their explicit consent.

Civility

Residents are strictly prohibited from engaging in any form of intimidation, interference, threats, or obstruction towards any individual, including fellow students and Residence staff. This encompasses behavior that a resident should reasonably be aware will create an unsafe or unwelcoming environment.

Graphic Materials

Displaying graphic material in public areas, communal areas, or where it is visible to the residence community or public is prohibited. This includes, but is not limited to, pornography, quotations, drawings, or other explicit images.

Harassment

Any form of attention or conduct, whether oral, written, graphic, or physical, by an individual or group who knows, or ought to reasonable know, that their actions or behaviour are unwelcome, offensive, or intimidating and creates an environment that is intimidating, humiliating, hostile, or offensive is strictly prohibited. Examples of such behavior include, but are not limited to, attacks on an individual's dignity or integrity, bullying, intimidation, coercion, physical assault, making vexatious or malicious comments, or abusing power, authority, or influence.

Every individual within the University Community has the right to an environment characterized by mutual respect. It is the responsibility of everyone to treat all members of the community with respect and without engaging in any form of harassment.

Behaviour conducted in whole or in part through verbal, written, graphic, or electronic means is included within this definition. However, the reasonable exercise of administrative authority does not constitute harassment.

Physical Violence, Aggression, and Threats

All residence students have the right to be safe from bodily harm, the threat of bodily harm or any form of threat, including but not limited to verbal, electronic messages, written messages, and graffiti. Harassment in the form of physical aggression, whether consensual or not, will not be tolerated. Physical aggression is defined as any physical contact between two or more individuals, threats of violence or inciting violent acts. Residents are strongly encouraged to vacate the premises and call for assistance in violent situations.

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

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.

Sexual Violence

Sexual violence is any subtle or overt action or attitude that establishes, exploits, and/or reinforces gender inequities resulting in physical, sexual, emotional, economic, or mental harm. This violence takes different forms including sexual assault, sexual harassment, sexual abuse, stalking, indecent or sexualized exposure, degrading sexual imagery, voyeurism, cyber-harassment, and sexual exploitation among other things. Any form of sexual violence will not be tolerated within residence and can face severe consequences such as eviction. Students who have experienced gender-based violence may wish to contact any of the following resources for support:

- Residence Assistant
- Residence Life Coordinator or Community Standards Coordinator
- Security & Traffic
- Campus Sexual Assault Support Advocates (CSASAs)
- Human Rights and Positive Environment Office
- Any University staff member with whom the survivor feels comfortable.

2.16 Respect for Residence Property

Actions that have the potential to cause damage to a residence building or compromise services provided by Residence are prohibited.

Elevator Tampering

Engaging in any activities that may damage or interfere with the operation of elevators or tampering with elevator safety systems is strictly prohibited. Tampering with an elevator will result in an assessment for the cost of repairs, disciplinary action, and potential eviction. Prohibited activities include, but are not limited to, tampering with any part of the elevator, jumping inside the elevator, exceeding the passenger limit, or obstructing the elevator door from closing.

Property Damage / Vandalism

Vandalism, which involves the intentional or malicious destruction or degradation of public or private property, is strictly prohibited within Residence. Any acts of vandalism will not be tolerated. Residents are encouraged to promptly report any incidents of incidental or intentional property damage to Residence staff.

Throwing or Falling Objects

The act of throwing, dropping, knocking, or ejecting objects from residence buildings, windows, balconies, or stairwells, whether intentional or unintentional, is strictly prohibited. Throwing snowballs or any objects at residence buildings is also not allowed and may result in property damage. Residents are not permitted to remove screens from windows for any reason.

2.17 Occupancy and Administration

Residents must adhere to the administrative requirements and conditions of the Residence Contract while residing in a UNB Residence building.

Animals in Residence

Pets, with the exception of a fish, are not permitted in the Residence buildings at any time. A non-dangerous fish in a bowl is permitted with advanced written approval from Residence.

If you require a service animal or an emotional support animal in your accommodation, you must comply with the University of New Brunswick's Service and Emotional Support Animals Policies and Procedures (the "Service Animal Policy"), including, but not limited to, the following steps prior to bringing a service animal or emotional support animal to your residence:

Students must register their service animal and/or have any emotional support animal approved by the Student Accessibility Centre prior to contacting Residence.

Residence will confirm with the Student Accessibility Centre that all documentation required by UNB has been submitted and approved.

Students are responsible for the care, supervision, control, and welfare of their service or emotional support animal. As such, you will be required to sign a "Confirmation of Responsibility for Service Animals Form" or "Confirmation of Responsibility for Emotional Support Animal Form" (both of which shall be provided by Residence) confirming your agreement and understanding of your responsibilities as a condition of having your animal within Residence. This agreement will need to be signed prior to the animal being moved in Residence, otherwise the animal may need to be removed until the process is completed.

Students are encouraged to contact Residence prior to the release of room assignments so appropriate preparations can be made. Late or in-term requests may not be able to be met immediately. If you request an animal in Residence, you acknowledge and agree that Residence may have to relocate you to another room to accommodate the arrival of the service animal or emotional support animal.

Cleanliness Standards

Residents are expected to maintain the cleanliness of their individual units as well as shared living areas, such as study lounges, washrooms, and kitchens. Residents must ensure that their living spaces are kept clean and orderly. At the request of Residence, residents must participate in meetings to discuss cleaning expectations with roommates. Meeting outcomes may include creating and adhering to a shared cleaning schedule for all residents of a shared unit.

Residents are also responsible for strong odours and smells originating from their room/unit that are deemed disruptive to their community. Failure to do so may result in cleaning charges, and or further action as may be deemed appropriate by Residence.

Housekeeping staff regularly clean common areas such as lounges and hallways. However, it is the responsibility of all residents to clean up after their personal use of common areas in residence. If areas are left excessively messy or if there is vandalism, the individuals responsible may receive individual damage charges.

<u>Personal Rooms:</u> Residents are expected to keep their rooms clean and to an acceptable standard to avoid problems like pests, including bed bugs, and irritants to others. Removing garbage in a timely fashion and cleaning up after oneself is expected.

<u>Common Spaces:</u> Residents must contribute to the cleanliness of common areas and are not permitted to leave any items in the common areas of the building (i.e., lounges, living rooms, kitchens, bathrooms, laundry rooms, and stairwells) including without limitation, shoes, umbrellas, garbage bags, waste or other items anywhere other than in designated areas.

<u>Suites</u>: If one or more bedrooms within a suite are vacant, residents residing within will maintain cleanliness within common/shared spaces in preparation for any new residents. Each resident is responsible for ensuring that the entire apartment is cleaned at the end of their Residence Contract term, regardless of the date upon which they have moved out.

<u>Garbage</u>: Residents are responsible for disposing of their garbage, compost, recyclables, and all other unwanted items within the provided bins. Littering or leaving garbage or unwanted items in hallways or any location other than within the proper waste disposal bins is not permitted. Removing garbage in a timely fashion and cleaning up after oneself is expected. Intentionally dirtying areas of the Residence building is prohibited. If an excessive amount of garbage is left in their Residence room or suite, students may be charged a disposal fee.

Uncollected food deliveries can attract pests and result in a mess. Residents ordering food or grocery deliveries must meet the delivery person to immediately collect their order. Uncollected food deliveries left around entrances or other common areas are subject to immediate disposal by staff. Residents may be assessed for any pest control or clean up associated with uncollected deliveries.

Housekeeping and the Residence Life Coordinator will perform cleaning inspections in each suite and/or room to ensure that they are being cleaned regularly and thoroughly. Residents will receive notice of the date of their cleaning inspection one week prior. If they have any questions about proper cleaning techniques, Housekeeping and Residence Life Staff are eager to help.

Consolidated Singles

A "consolidated single" refers to a double room occupied by only one person, who pays an extra fee to utilize the entire space. This option is available to residents if there's enough availability. If no offer is extended, residents are not allowed to use the whole room. If a resident declines the offer for a "consolidated single" and refuses to pay the additional charges, they must confine their belongings to their designated side of the room. Moreover, residents who decline the "consolidated single" option may be assigned a new roommate without prior notice at any time.

In case a resident is found occupying both sides of the room without Residence's authorization, they will incur charges for cleaning and item removal.

Equipment Storage

Residents are allowed to store their belongings only in their designated accommodations, such as their room or suite, or in an area specifically designated for storage, subject to approval from Residence. Storing personal items in unauthorized areas like hallways or lounges is strictly prohibited. This rule applies to various items, including but not limited to bicycles, hockey equipment, musical instruments, and furniture.

Failure to Respond

Residents are required to respond to requests and communications from Residence Staff promptly and attentively. Ignoring or intentionally avoiding such requests, including failing to respond to meeting requests, is not permitted. Since Residence primarily communicates with students through their UNB email accounts, it is essential for residents to regularly check their University of New Brunswick email and promptly respond to any messages from the Residence Staff. In cases where students do not reply to emails, Residence Staff may resort to other communication methods to contact them.

False Identification

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

Heating & Cooling

Residents are responsible for maintaining an appropriate temperature within their living unit. Failure to properly control the heating and/or cooling in their unit may lead to financial liability for any resulting damages. For instance, setting the thermostat to an unreasonable temperature or leaving a window open during cold weather could cause damage to the unit, including pipe failures and water damage. Residents must exercise care and responsibility in managing the temperature to avoid such issues and the associated costs.

Students are not permitted to bring air conditioning units into Residence.

Losing Keys

If a resident loses or finds keys, it is crucial to report the incident immediately to Residence to maintain a safe and secure living environment for all. During weekdays from 8:30 A.M. to 4:00 P.M., students who find themselves locked out of their rooms should contact Residence during office hours to request assistance.

For lockouts occurring after 4:00 PM on weekdays and during weekends, residents should contact the Residence Assistant On-Call via the Duty Phone. Please note that a fee of \$10.00 will be charged for every lockout after the first occurrence. Only officially registered residents of a specific room are allowed to request new keys for that space.

Posters, Signs, & Solicitation

The display of signs (including electric signs), posters, banners, or flags of any size outside or around the residence is strictly prohibited unless prior permission is obtained from Residence. Additionally, all advertisements must be approved by Residence before they can be placed within the Residence building. To ensure compliance with these guidelines, all posters are required to be stamped with Residence's approval before being displayed.

Prohibited Items

Residence does not allow students to bring any large furniture items, such as couches or chairs, beyond what is provided. If you have personal items you wish to bring, please contact Residence.

Any items that are not permitted on Residence Property can be found listed in the Appendices of the Residence Contract. Failure to remove a prohibited item from Residence property will result in Residence taking action to remove the items and charging a disposal fee accordingly.

Removal of University or Residence Property

Under no circumstances are residents allowed to remove furniture or property from their individual rooms, lounges, or any shared common areas without explicit permission from Residence. Relocating any residence property from common areas to individual student residence rooms is strictly prohibited and not allowed.

Residents are not permitted to replace any of the furniture provided by UNB with their own personal belongings or furniture. The furniture provided by the university must remain in its designated place and should not be altered or replaced by residents at any time.

Room Alterations

Residents are not permitted to modify their living space in any way, including, but not limited to, painting, adding wallpaper, installing shelves or hooks, or removing window treatments. Students are not permitted to repair their own drywall or install additional window treatments.

Any posters, signs, or pictures placed on all the walls of Residence must be hung with a special double-sided tape which is provided by Residence office, upon request. Duct tape, scotch tape, masking tape, 3M hooks, hockey tape, LED strip lights, sticky tack, nails, screws, tacks, hooks, et cetera are all strictly prohibited.

Students who cause damage to their bedroom, unit, or common area due to these modifications will be responsible for the cost associated for damages and labour required to return the room to its original state.

Telecommunications and Piracy

All residents have access to internet within their living space. Residents shall not run or install personal routers, wires, cables, or other electronic connections between rooms, in hallways or outside buildings between windows.

Unauthorized Assignment

Residence students are strictly prohibited from subletting, lending, or sharing their accommodation with another person unless they have obtained prior written authorization from Residence. It is mandatory for students to reside in their assigned space for the entire duration of their contract unless any exceptions have been approved by Residence. Additionally, residents are not allowed to switch rooms with another resident unless they have obtained explicit permission from Residence.

Unauthorized Commercial Use of Space

Students are not permitted to use any space or service in Residence for commercial purposes unless approved by Residence. Commercial purposes are described as any profit-driven activities. This may include promoting good or services and/or hosting events intended to promote goods and sell goods. This definition does not include residents who are working from home for their employer.

3.0 UNB SAINT JOHN FOOD SERVICES

3.01 Dining Cards

UNB Student ID Cards function as dining cards. If a card is lost, it should be reported immediately to UNB's Food Service provider or to RESIDENCE and the resident should obtain a replacement card. If lost after hours or weekends, the cardholder should see the Food Services Manager. Replacement of lost student ID cards is subject to a replacement fee.

3.02 Dining Room Rules and Conduct

In addition to the other rules regarding conduct set out elsewhere in this Contract, you are required to abide by the following rules and conduct standards pertaining to Food Services:

- Trays, dishes, and cutlery are not to be removed from the dining hall. The loss of dishware and cutlery increases your costs.
- A resident or their guests(s) found responsible for any of the following may be subject to residence disciplinary sanctions, compensation to the UNB food service provider, a fine, being prohibited from using a certain dining hall or referral to the Saint John Police Force:
 - o Misuse of the UNB Student ID card.
 - Removal of any product or dining room property from a Food Service facility without permission from the Dining Hall Manager.
 - Damage to UNB Food Services' property or equipment.
- All individuals must wear appropriate clothing in the residence dining halls (shirt, shorts, pants or skirt, and shoes);
- Alcohol is not permitted in the Baird Dining Hall.
- Food Services staff may refuse to serve any individual who appears to be under the influence of alcohol or illegal drugs, or
 who are acting in a threatening manner, and may ask those individuals to leave the dining hall. If you are asked to leave the
 dining room, you will comply with such requests. Please speak to your Residence Assistant if you have any questions or
 concerns.
- Use of roller blades, skateboards, et cetera, are prohibited in the dining halls. Bicycles may not be brought into the dining halls

APPENDICES

Appendix I - Contact information

Appendix II - Residence & Conference Services Team

Appendix III - Student Damage Cost Guide

APPENDIX I - Contact Information

DEPARTMENT/UNIT	TELEPHONE #	EMAIL
RESIDENCE OFFICE	TELEFTIONE #	LIVIAIL
Residence Administration	648-5755	res@unb.ca
		rese unb.ca
Residence Assistant On-Duty	650-4639	
Residence Life Coordinator	648-5538	
UNB Saint John Security	648-5675	securesj@unb.ca
UNB Saint John Campus Resources		
A d A d-&:	C40 FC00	haraft Courts an
Academic Accommodations	648-5690	kcraft@unb.ca
Academic Advising	648-5722	Tanya nitt Quah sa
Arts		Tanya.pitt@unb.ca
Business	648-5682	stephen@unb.ca
Nursing & Health Sciences	648-5646	scott.thomas@unb.ca
Science, Applied Science & Engineering	648-5934	Sase_advisor@unb.ca
Academic Appeals	648-5680	sheldon.macleod@unb.ca
Athletics Department	648-5520	athletic@unb.ca
Career Counselling Services	648-2308	sjcounsellor@unb.ca
	648-2309	sjcounsellor@unb.ca
Counselling Services	648-2308	sjcounsellor@unb.ca
	648-2309	sjcounsellor@unb.ca
Environmental Health, Safety & Security	648-5675	securesj@unb.ca
Financial Aid	648-5765	finaidsj@unb.ca
Financial Services	648-5670	sjbusoff@unb.ca
International Exchange & Student Abroad	648-5618	akberg@unb.ca
International Student Services	648-5618	akberg@unb.ca
Math & Science Help Centre	648-5776	mathhelp@unb.ca
Recruitment	648-5933	tellmemore@unb.ca
Registrar's Office	648-5670	unbsjreg@unb.ca
Safe Ride	650-0052	saferide@unbsrc.ca
Student Health Centre	648-5656	behealthy@unb.ca
Student Representative Council	648-5684	officemanager@unbsrc.ca
Writing Centre	648-5501	http://www.unbsj.mywconline.com
Selected Off-Campus Resources		
Addictions & Mental Health Services	658-3737	
AIDS New Brunswick Hotline	506-459-7518	
Alcoholics Anonymous	693-9080	
Maritime Bus Station	672-2055	
CHIMO Helpline	1-800-667-5005	
PFLAG (LGBTQ Community Support)	648-9227	

National Support Line	1-877-537-6777 ext. 22	24
Gambling Info Line	1-800-461-1234	
HIV Anonymous Testing	643-7404	
Mobile Mental Health Crisis Line	1-888-811-3664	
Narcotics Anonymous	658-0779	
Canada Student Loan Centre	1-888-815-4514	http://www.canlearn.ca
NB Student Loans	1-800-667-5626	http://www.studentaid.gnb.ca
Public Health	658-2454	
Saint John Police Force	648-3333	
Saint John Victim Services	658-3742	
St. Joseph's Community Health Centre	632-5537	
Sexual Health Centre	658-3998	
Sexually Transmitted Infection Helpdesk	1-877-784-1010	

APPENDIX II - Residence & Conference Services Team

This office has overall responsibility for the UNB Saint John 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.

RESIDENCE also has overall responsibility for UNB Saint John Conference Services. As part of this portfolio, RESIDENCE provides a central booking, space management, and protocol function for campus. In addition, RESIDENCE oversees several campus contracts including campus food service, beverage service, and vending.

RESIDENCE SERVICES STAFF

These full-time support personnel above are the first (and often best!) resources when visiting or contacting Residence and Conference Services. They also support the Residence Assistants and Residence Council who deals 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 Saint John in general.

Senior Director, Residence: Cory Brown

T: 506-648-5768 F: 506-648-5762 E: cory@unb.ca

Director: Sabrina Short

T: 506-453-4800 E: sabrina.short@unb.ca

Manager, Residence Administration: Brittany Flowers

T: 506-453-4800 E: brittany.flowers@unb.ca

Coordinator, Residence Admissions: Jamie Younker T: 506-648-5755 F: 506-648-5762 E: res@unb.ca

Coordinator, Food Service and Accommodations: Charlotte Fanjoy

E:cfanjoy@unb.ca

Coordinator, Residence Community Standards: Matt Lucas

E: matt.lucas@unb.ca

Coordinator, Residence Life: Jerret Johns

E: jerret.johns@unb.ca

Operations Coordinator: Cheryl O'Donnell

E: cheryl.odonnell@unb.ca

RESIDENCE STUDENT LEADERS

Residence Assistants: Experienced undergraduate students living in different areas of Residence who work cooperatively with the RESIDENCE to create a positive, developmental living environment. They build community by providing support, enforcing policies, and implementing fun and educational programming for residents.

Residence Council: Elected resident leaders who promote a welcoming and supportive environment through developing community in Residence through planning a variety of events, including Residence Orientation.

APPENDIX III - Student Damage Cost Guide

The following table lists the cost to repair residence room items. This is not an exhaustive list. Any common items damaged in a room (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.

<u>IMPORTANT NOTE</u>: All rooms must be left clean and 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	
After Hours Call-In	Clean up mess, vandalism, damage, etc.	To be charged to student per UNB's cost (time and material).	
Room Door Locks	Replaced or repairs Broken Plugged	Minimum \$60.00 plus cost of material	
Lock changes	Key replacement Building Suite and/or Room Mail box/key card	\$135.00 \$40.00 \$20.00	
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)	
Walls and ceilings	LED adhesive strip repair	Time and material (minimum \$150 charge)	
Garbage	Trash bin not emptied	\$35.00 fine	
Towel Rack	Broken or removed from 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	
Door or Hallway Sign	Damage or removal (whole or part)	Cost of Repair/replacement (minimum \$50 charge plus replacement costs)	
Windows	Replace/Damaged	\$150.00 minimum up to \$575.00 (replacement)	
Window Screens	Replace/Damaged	\$50.00 minimum charge to repair and \$150 for full replacement	
Desk Lamps	Damaged	\$60.00	
Bulletin Boards	Replacement	\$60.00	
Lights	Broken or missing covers	\$90.00 minimum charge	
Bed Mattress	Reassembly of bed frame Replacement (Extended Twin 36 x 80) Replacement (Full Double; 53 x 75)	\$55.00 \$280.00 plus \$80 labor \$350.00 plus \$80 labor	
Peephole	Reinstall / Broken / Damaged	\$45.00	

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		\$500.00 Fine
Damage/Tampering with		
Security Cameras		\$500.00 Fine
Failure to exit building during a		
fire alarm		\$500. 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/Wi-Fi modems	Cost to replace or repair	\$249.99
Ignite Internet/Wi-Fi 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
Summer storage fee		\$250.00
Removal/Disposal fee		\$300.00

Administrative Conduct fines, fees, and infringements

Administration Conduct	Description	Fine
Infringement		
Unregistered Animal in	If any cleaning or repair is needed	\$45.00 per hour for cleaning, repairs as priced
Residence	due to animal's presence	above
Unauthorized Room change	Charged to reflect cleaning cost for unauthorized space	\$150 fine
Equipment storage	Equipment stored in areas outside of permitted storage spaces	\$30 fine and \$250 disposal fee (if applicable)
Smoking	Resident is found smoking (in any form) in residence	\$250 fee
Unauthorized posters, flyers, and other advertising/informational material	Any items posted to bulletin boards, on walls, slipped under student doors or left in common areas.	\$10 a poster, flyer, paper, pamphlet, or brochures.

Residence Contract Acceptance

This Contract is a legal document between students living in Residence and the University of New Brunswick. 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. The student signing this Contract is promising that his or her 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 the student signing the Contract is also committing to live in Residence and pay Residence fees from the Move-In Day until the applicable Move-Out Day as expressed in Section 1.01 and 1.02 of the Contract. The Contract may be revoked only under the terms that are specifically outlined. If after accepting and moving into a Residence accommodation, you decide that you wish to leave prior to the end of the Contract period, you must formally request to cancel your Contract as outlined in Section 1.12 and if your request is granted; your refund will be subject to the cancellation refund schedule.

Every student offered a room in Residence is expected to read the Residence Contract thoroughly before signing it. They must be certain that they are prepared to accept and adhere to the regulations included and that living in Residence is the best personal choice for them. This decision will depend upon personal objectives and lifestyle preferences. Persons choosing to live in Residence must be prepared to accept academic 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.

Declaration

By signing this document:

I acknowledge I have read this Contract in its entirety with care and understand all its provisions.

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 RO will, from time to time, communicate important information concerning the enforcement of the terms of this Contract by means of email messaging addressed to my U.N.B. email account. I further acknowledge my responsibility to read and respond appropriately to such email messaging regularly and promptly. 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.

I am aware of the residence refund policy and my responsibility for fees should I choose to withdraw from residence:						
Student's Information						
Student's Name:	Studen	t Number:	Date:			
Student's Signature:						
Emergency Contact. Name and	d relationship to the student:		Phone:			
Parent/Guardian's Information	(required if student is under	<u>19)</u>				
Parent/Guardian's Name:		Relationship to Student:				
Parent/Guardian Contact Infor	mation: Phone	Email:				
Parent/Guardian Signature:		_				
Requested Contract Duration:	Fall and Winter (September t	hru April)				
		cember) - <u>Please see reverse f</u>	or eligibility			
	Winter only (December thru					
	Summer (May thru August)					
(Student Initial) (Pare	ent/Guardian Initial					