

D RENT (arts. 1855, 1903 and 1904 C.C.Q.)

The rent is \$676.57per month
The total cost of services is not applicable
The total rent is \$ 5570.43

DATE OF PAYMENT

- FIRST PAYMENT PERIOD
The rent will be paid on 27 August 2016
Day Month Year
- OTHER PAYMENT PERIODS
The rent will be paid on the 1st day of each month.
Or when posted on the student’s account.

METHOD OF PAYMENT

The rent is payable in accordance with the following method of payment:
X Electronic bank transfer X Wire Transfer X Cheque X Credit Card
The student agrees to give the educational institution postdated cheques for the term of the lease.
X Yes Initials of student

PLACE OF PAYMENT

The rent is payable at Birk’s Student Centre, Student Accounts Office or by internet banking.

Rent: The rent is payable in equal instalments not exceeding one month’s rent, except for the last instalment, which may be less.
The educational institution may not exact any other amount of money from the student (e.g. deposit for the keys).
Payment of rent for the first payment period: At the time of entering into the lease, the educational institution may require advance payment of the rent for only the first payment period (e.g. the first month, the first week). The advance payment may not exceed one month’s rent.
Payment of rent for the other payment periods: The rent is payable on the first day of each payment period (e.g. month, week), unless otherwise agreed.
Method of payment: The educational institution may not require payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.
Place of payment: The rent is payable on line or at the Birk’s Student Centre , 1450 de Maisonneuve West, LB-185 or at the Student Account Office, 1455 de Maisonneuve West, H-541 (art. 1566 C.C.Q.)

E SERVICES AND CONDITIONS

BY-LAWS OF THE IMMOVABLE

A copy of the by-laws of the immovable are attached to and are a part of the lease.
Initials of student

By-laws of the immovable: The rules to be observed in the immovable are established by by-laws. The by-laws pertain to the enjoyment, use and maintenance of the room and of the common premises.
If such by-laws exist the educational institution must give a copy of them to the student before entering into the lease so that the by-laws form part of the lease (art. 1894 C.C.Q.).
The by-laws may not contradict the lease or violate the law.
Assessment of the condition of premises: In the absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the student is presumed to have received the room in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).

JANITORIAL SERVICES Not applicable.

THE FOLLOWING SERVICES WILL BE BORNE BY:

	Educational institution	Student		Educational institution	Student
Heating of room (Electricity or Gas)	X		Laundry		X
Electricity (other than for heating)	X		Wired and/or wireless Internet access	X	
Hot water (user fees)	X				
Snow and ice removal	X				

OTHER CONDITIONS

The Lessee is subject to the Terms and Conditions as set forth in the Residence Life - Community Standards and Discipline Code attached to this lease, which forms an integral part of the Lease.

F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)

The educational institution and the student may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease if one of the following situations applies:
The room is located in an immovable erected five years ago or less.
X The immovable became ready for habitation on 23 August 2014.
Day Month Year
OR
The room is located in an immovable whose use for residential purposes results from a change of destination that was made five years ago or less.
The immovable became ready for habitation on
However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).

If one of the two boxes opposite is checked off and if the five-year period has not yet expired, the student who refuses a modification in his or her lease requested by the educational institution, such as an increase in the rent, must vacate the room upon termination of the lease (particulars Nos. 42 and 44).
If neither of the two boxes opposite is checked off and if the student refuses a modification in his or her lease requested by the educational institution and wishes to continue to live in the room, the lease is then renewed. The educational institution may apply to the Régie du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 44 and 45).

Mandatory notice to be given by the educational institution at the time the lease is entered into, except when one of the two boxes in Section F is checked off.

I hereby notify you that the lowest rent paid for your room during the 12 months preceding the beginning of your lease, or the rent fixed by the Régie du logement during that period, was \$ 673.20 per month.

The property leased, the services offered by the educational institution and the conditions of your lease are the same. YES

If the “No” box is checked off, the following changes have been made (e.g. addition or removal of a service)



D'Arcy Ryan, Director - Residence Life

27

August

2016

Day

Month

Year

H

SIGNATURES



Signature of the educational institution's mandatory

27

Aug

2016

Day

Month

Year

Signature of student (or his or her mandatory)

Day

Month

Year

Any other person who signs the lease must clearly indicate in what capacity he or she is doing so (e.g. surety)

Name (WRITE LEGIBLY)

Signature

Capacity

Address of signatory

Day

Month

Year

The educational institution must give the student a copy of the lease within 10 days after entering into the lease (art. 1895 C.C.Q.).

If the new student pays a rent higher than that declared in the notice, he or she may, within 10 days after the date the lease is entered into, apply to the Régie du logement to have the rent fixed.

If the educational institution did not give such notice at the time the lease was entered into, the new student may, within two months after the beginning of the lease, apply to the Régie du logement to have is or her rent fixed.

The new student may also make such application within two months after the day he or she becomes aware of a false statement in the notice.

In the case of differences between this document and the laws that apply to leased premises, the laws take priority.

GENERAL INFORMATION

These particulars describe most of the rights and obligations of educational institution-lessors and student-lessees. They summarize the essential points of the law concerning leases, i.e. articles 1851 to 1978 of the *Civil Code of Québec*(C.C.Q.), and the specific rules pertaining to leases in an educational institution contained in articles 1979 to 1983.

The examples given in the particulars are provided for information purposes and are used to illustrate a rule. To find out the other obligations to which the parties to a lease may be subject, please refer to the *Civil Code of Québec*. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner that is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

The particulars apply to any premises leased for residential purposes, as well as to the services, accessories and dependencies attached to the room, whether or not they are included in the lease of the room or in another lease. Some exceptions apply (art. 1892 C.C.Q.).

Except if the size of the room justifies it, an educational institution may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant. Nor can it so act for the sole reason that the person has exercised his or her rights under the chapter entitled "Lease" of the *Civil Code of Québec* or under the *Act respecting the Régie du logement*(art. 1899 C.C.Q.)

No person may harass a student in such a manner as to limit the student's right to peaceable enjoyment of the premises or to induce him or her to leave the room. In case of a violation, punitive damages may be claimed (art. 1902 C.C.Q.).

Any non-performance of an obligation by a party entitles the other party to pursue certain remedies before a tribunal, generally the Régie du logement. These remedies concern, for example, the performance of an obligation, reduction of the rent, rescission of the lease, damages and, in certain cases, punitive damages.

Charter of human rights and freedoms

These rights and obligations shall be exercised in compliance with the rights recognized by the Charter, which prescribes, among other things, that every person has a right to respect for his or her private life, that every person has a right to the peaceful enjoyment and free disposition of his or her property, except to the extent provided by law, and that a person's home is inviolable.

The Charter also prohibits any discrimination and harassment based on race, colour, sex, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap. The Charter also protects seniors and handicapped persons against any form of exploitation.

Any person who is a victim of discrimination or harassment for one of those reasons may file a complaint with the Commission des droits de la personne et des droits de la jeunesse.

Access to documents and protection of personal information

If the educational institution is a public body, it shall comply with the prescriptions of the *Act respecting Access to documents held by public bodies and the Protection of personal information*. Otherwise, it shall comply with the prescriptions of the *Act respecting the Protection of personal information in the private sector*

ENTERING INTO THE LEASE

Language of the lease and of the by-laws of the immovable

1. The lease and the by-laws of the immovable shall be drawn up in French. However, the educational institution and the student may expressly agree to use another language (art. 1897 C.C.Q.).

Clauses of the lease

2. The educational institution and the student may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease.

The legal rules contained in particulars Nos. 18, 19, 47 and 48 are suppletive, i.e. they apply if the parties do not decide otherwise.

3. Pursuant to article 1893 of the *Civil Code of Québec*, clauses that are inconsistent with articles 1854 2nd par., 1856 to 1858, 1860 to 1863, 1865, 1866, 1868, 1869, 1883, 1892 to 1939, 1941 to 1955, 1959 to 1961 and 1965 to 1983 of the Code are without effect.

For instance, no one may waive his or her right to maintain occupancy in the lease (arts. 1936, 1979 and 1983 C.C.Q.).

Also, no one may release himself or herself from the obligation to give notice (art. 1898 C.C.Q.).

The following clauses are also without effect:

- a clause limiting the liability of the educational institution or releasing it from an obligation (art. 1900 C.C.Q.);
- a clause that renders the student liable for damage caused without the student's fault (art. 1900 C.C.Q.);
- a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
- a clause whereby the student acknowledges that the room is in good habitable condition (art. 1910 C.C.Q.);
- a clause providing for the total payment of the rent if the student fails to pay an instalment (art. 1905 C.C.Q.);
- a clause limiting the right of the student to purchase property or obtain services from such persons as the student chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).

4. The student may apply to the Régie du logement to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or the obligation arising from it may be reduced (art. 1901 C.C.Q.).

RIGHT TO MAINTAIN OCCUPANCY

5. The student has a personal right to maintain occupancy in his or her room (art. 1936 C.C.Q.).

The student may be evicted from his or her room only in certain cases provided for by law, including:

- rescission of the lease for non-performance of obligations (art. 1863 C.C.Q.);
- rescission of the lease if the student ceases to be a full-time student, ends his or her studies or ceases to be enrolled in the educational institution (arts. 1982 and 1983 C.C.Q.).

6. A student who leases a room in an educational institution is entitled to maintain occupancy for any period during which he or she is enrolled in the educational institution as a full-time student (art. 1979 C.C.Q.).

However, the student is not entitled to maintain occupancy if he or she leases a room in an educational institution other than the one in which the student is enrolled (art. 1979 C.C.Q.).

7. A student who wishes to avail himself or herself of the right to maintain occupancy shall give one month's notice before the expiry of the lease (art. 1980 C.C.Q.).

8. A student who leases a room for the summer period only is not entitled to maintain occupancy (art. 1979 C.C.Q.).

9. The lease of a student is resiliated of right when the student ends his or her studies or ceases to be enrolled in the educational institution (art. 1983 C.C.Q.).

10. Where a student ceases to be a full-time student, the educational institution may resiliate his or her lease by giving one month's notice.

However, the student may, within one month after receiving the rescission notice, contest it on its merits by filing an application with the Régie du logement (art. 1982 C.C.Q.).

11. Where a student ceases to be a full-time student, he or she may likewise resiliate the lease by giving one month's notice (art. 1982 C.C.Q.).

12. Pursuant to article 1974.1 of the *Civil Code of Québec*, a student may also resiliate his or her lease if the student's safety is threatened because of the violent behaviour of a spouse or former spouse or because of asexual aggression, even by a third party.

New lessor

13. The new lessor is bound to respect the lease of the student.

14. Where the student has not been personally informed of the name and address of the new lessor or of the person to whom he or she owes payment of the rent, the student may, with the authorization of the Régie du logement, deposit the rent with it (art. 1908 C.C.Q.).

Non-payment of rent

15. Non-payment of rent entitles the educational institution to apply to the tribunal for a condemnation forcing the student to pay it. Also, if the student is over three weeks late in paying the rent, the educational institution may obtain the rescission of the lease and the eviction of the student.

Frequent late payment of the rent may also warrant the rescission of the lease if the educational institution suffers serious prejudice as a result (arts. 1863 and 1971 C.C.Q.).

DELIVERY OF ROOM AT THE BEGINNING OF THE LEASE

16. On the date fixed for the delivery of the room, the educational institution shall deliver it in a good state of repair in all respects. However, the educational institution and the student may decide otherwise and agree on the work to be done and on a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).

However, the educational institution may not release itself from the obligation to deliver the room, its accessories and dependencies in clean condition and to deliver and maintain them in good habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.).

17. An educational institution may not offer a room that is unfit for habitation, i.e. if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. The student may refuse to take possession of such a room. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

ENJOYMENT OF PREMISES

18. The educational institution shall provide the student with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.).

D.R.

Initials of lessor

Initials of lessee

19. The student shall, throughout the term of the lease, use the leased property “with prudence and diligence”, i.e. he or she must use it in a reasonable fashion (art. 1855 C.C.Q.).

20. The student may not, without the consent of the educational institution, use or keep in the room a substance that constitutes a risk of fire or explosion and that would lead to an increase in the insurance premiums of the educational institution (art. 1919 C.C.Q.).

21. The student and the persons he or she allows to use or to have access to the room shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).

22. During the term of the lease, the educational institution and the student may not change the form or destination of the room (arts. 1856 C.C.Q.).

MAINTENANCE AND REPAIRS

Obligation of maintenance

23. The educational institution is bound to warrant the student that the room may be used for the purpose for which it was leased and to maintain the room for that purpose throughout the term of the lease (art. 1854 2nd par. C.C.Q.).

24. The student shall keep the premises in clean condition. Where the educational institution carries out work in the premises, it shall restore them to clean condition (art. 1911 C.C.Q.).

25. A student who becomes aware of a serious defect or deterioration of the leased premises shall inform the educational institution within a reasonable time (art. 1866 C.C.Q.).

26. The statutes and regulations respecting the safety, sanitation, maintenance or habitability of an immovable shall be considered as obligations under the lease (art. 1912 C.C.Q.).

27. The student may abandon the room if it becomes unfit for habitation. In such case, he or she shall inform the educational institution of the condition of the room before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

Urgent and necessary repairs

28. The student shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he or she retains, according to the circumstances, recourses, including the right to compensation if he or she vacates the room temporarily.

In the case of urgent repairs, the educational institution may require the student to vacate the property temporarily, without notice and without authorization from the Régie du logement (art. 1865 C.C.Q.).

29. The student may, without the authorization of the Régie du logement, undertake repairs or incur expenses provided they are urgent and necessary to ensure the preservation or enjoyment of the leased premises. However, the student may do so only if he or she has informed or attempted to inform the educational institution of the situation and if the latter has not acted in due course.

The educational institution may intervene at any time to pursue the work.

The student shall render an account to the educational institution of the repairs undertaken and the expenses incurred and shall deliver the invoices to the institution. The student may withhold from his or her rent an amount for reasonable expenses incurred (arts. 1868 and 1869 C.C.Q.).

Major non-urgent work
(arts. 1922 to 1929 C.C.Q.)

30. The educational institution shall give notice to the student before undertaking in the leased premises major improvements or repairs that are not urgent. If it is necessary for the student to vacate the room temporarily, the educational institution shall offer him or her an indemnity equal to the reasonable expenses the student will have to incur during the work. Such indemnity is payable to the student on the date he or she vacates the room.

The notice shall indicate the nature of the work, the date on which it is to begin, an estimation of its duration and, where applicable, the necessary period of vacancy, the indemnity offered and any other conditions under which the work will be carried out, if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the student.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the student must vacate the room for more than one week. In such case, at least three months’ notice is required.

If the student fails to reply within 10 days after receiving the notice requiring him or her to vacate the room temporarily, the student is deemed to have refused to vacate the premises. If the student refuses to vacate or fails to reply, the educational institution may, within 10 days after such refusal, apply to the Régie du logement for a ruling on the matter.

However, if the notice does not require the student to vacate the room temporarily or if the student agrees to vacate, the student may, within 10 days after receiving the notice, apply to the Régie du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive.

The Régie du logement may be required to rule on the reasonableness of the work, the conditions relating to its performance, the necessity of the vacancy and the indemnity, if any.

ACCESS TO AND VISIT OF PREMISES

31. To exercise rights of access to the room, the educational institution and the student are bound to act in good faith:

- the student shall facilitate access to the room and shall not refuse access without justification;
- the educational institution shall not abuse its rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).

32. The educational institution may have access to the room during the lease:

- to ascertain the condition of the room between 9 a.m. and 9 p.m.;
- to show the room to a prospective acquirer between 9 a.m. and 9 p.m.;
- to carry out work between 7 a.m. and 7 p.m.

In all three cases, the educational institution shall notify the student verbally 24 hours in advance. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.).

33. A student who has not given a notice of renewal of his or her lease or who exercises his or her right to resiliate the lease shall allow the educational institution to show the room to prospective lessees during the month preceding the end of the lease. Visits shall take place between 9 a.m. and 9 p.m. The student shall also allow the institution to post “For rent” signs (arts. 1930 and 1932 C.C.Q.).

The educational institution is not required to notify the student 24 hours in advance of a visit by a prospective lessee.

34. The student may require the presence of a representative of the educational institution during a visit to or a verification of the room (art. 1932 C.C.Q.).

35. Except in case of emergency, the student may deny access to the room if the conditions fixed by law are not satisfied.

Where the student denies access to the room for a reason other than those provided for by law, the educational institution may file an application with the Régie du logement to obtain an order for access.

Abuse of the right of access by the educational institution or unjustified denial of access by the student may also, depending on the circumstances, the exercise of certain remedies, such as the

filing of an application for damages or punitive damages (arts. 1863, 1902, 1931 to 1933 C.C.Q. and s. 49 of the Charter).

36. No lock or other device restricting access to the leased premises may be installed or replaced without the consent of the educational institution and the student (art. 1934 C.C.Q.).

37. The educational institution may not prohibit a candidate in a provincial, federal, municipal or school election, an official delegate appointed by a national committee or the authorized representative of either from having access to the immovable or room for the purposes of an election campaign or a legally constituted referendum (art. 1935 C.C.Q.).

NOTICES

38. Every notice relating to the lease, given by the educational institution (e.g. notice of modification of the conditions of the lease) or by the student (e.g. notice of renewal of the lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then (art. 1898 C.C.Q.).

Exception : Only a notice by the educational institution for the purpose of having access to the room may be given orally.

39. Where a notice does not conform to the prescribed requirements concerning the written form, the address or the language, it is valid only on the condition that the person who gave it proves that the addressee has not suffered any damage as a consequence.

RENEWAL AND MODIFICATION OF LEASE

Renewal of lease

40. The lease for a room in an educational institution is not renewed of right, unlike leases for other kinds of dwellings.

41. A student who wishes to avail himself or herself of the right to maintain occupancy shall give one month’s notice before the expiry of the lease that he or she intends to renew it.

In such case, the educational institution may, for the renewed term and for serious reasons, relocate the student in another room of the same type, situated in the same neighbourhood and at equivalent rent.

Consequently, if the student does not give notice of his or her intention to renew the lease, the student shall, when it expires, vacate the room permanently (art. 1980 C.C.Q.).

Modification of lease (art. 1942 C.C.Q.)

42. At the renewal of the lease, the educational institution may modify the rent or another condition of the lease, provided that it gives notice of the modification to the student within the following periods :

- in the case of a room:
 - between 10 and 20 days before the lease expires, regardless of its duration;
- in the case of a dwelling:
 - between three and six months before the lease expires if its term is 12 months or more;
 - between one and two months before the lease expires if its term is less than 12 months.

43. The educational institution shall, in the notice of modification, indicate to the student:

- the modification(s) requested;
- the new term of the lease, if it wishes to change it;
- the new rent in dollars or the increase requested, expressed in dollars or as a percentage, if it wishes to increase the rent. However, where an application for the fixing or review of the rent has already been filed, the increase may be expressed as a percentage of the rent to be determined by the Régie du logement;
- time granted to the student to refuse the proposed modification(s), i.e. one month - after receiving the notice (arts. 1943 and 1945 C.C.Q.).

Reply to a notice of modification (arts. 1945 and 1980 C.C.Q.)

44. A student who receives a notice of modification of the lease has one month after receiving it to reply and notify the educational institution that he or she:

- accepts the requested modification(s); or
- refuses the requested modification(s).

If the student fails to reply, this means that he or she accepts the modification(s) requested by the educational institution.

If the student refuses the modification(s), he or she is entitled to remain in the room and the lease is renewed. However, the Régie du logement may be requested to set the conditions of renewal.

Exception : Where one of the two boxes in Section F is checked off, the student who refuses the requested modification(s) shall vacate the room permanently upon termination of the lease.

Fixing of conditions of the lease by the Régie du logement

45. The educational institution has one month, after receiving the reply of a student who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease. If the educational institution does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

ASSIGNMENT AND SUBLEASING

46. A student who leases a room in an educational institution may not sublease the room or assign the lease (art. 1981 C.C.Q.).

SURRENDER OF ROOM UPON TERMINATION OF THE LEASE

47. The student shall vacate the room upon termination of the lease; no grace period is provided for by law.

When vacating the room, the student shall remove any furniture or object other than those belonging to the educational institution (art. 1890 C.C.Q.).

48. Upon termination of the lease, the student shall surrender the premises in the condition in which he or she received them, except for changes resulting from aging, fair wear and tear or superior force.

The condition of the premises may be established by the description made or the photographs taken by the parties; otherwise, the student is presumed to have received the dwelling in good condition (art. 1890 C.C.Q.).

D.R.
Initials of lessor

Initials of lessee

Residence Life – Code of Community Living Standards and Discipline

1.0.0 – Introduction/ Guiding Principles

1.0.1 The Residence Life Code of Community Living Standards is in place to ensure a safe, comfortable, and enjoyable experience for all members of the Residence community. The spirit of the Residence community is one of cooperation and mutual respect. It is the responsibility of each Resident to contribute in positive ways to the development and maintenance of this spirit.

1.0.2 The objectives of the Residence Life Code of Community Living Standards are to ensure a positive living environment for all Residents. While recognizing the nature of a residential environment, Residence Life seeks to educate Residents about community standards and the effect that their choices may have on others around them. Residents have the privilege of enjoying social activities as long as they do not conflict with the rights of other Residents to pursue academic endeavors, or other acceptable activities. It is prohibited to engage in activities that result in injury or insult to another person, or damage to property.

1.0.3 Residence Life employs student staff, known as Resident Assistants, who live in each Residence. They act as resource personnel and agents of Residence Life and assist with the application of the Residence Life Code of Community Living Standards. The Residence Life Code of Community Living Standards applies to all Residence buildings, entrances, walkways, fire escapes and surrounding lawn areas. Every reasonable effort is made to investigate all policy infractions in a timely and effective manner. Cooperation with staff is expected to ensure that all information can be gathered; failure to cooperate with any staff is a contravention of the Residence Life Code of Community Living Standards.

1.1.0 – Behaviour

1.1.1 The Residence Life Code of Community Living Standards sets out clear expectations of acceptable behaviour within the Residence community and the consequences for behaviour that is contrary to these expectations. The system has been created to classify actions based on three levels of offences which, with the exception of egregious situations, are progressive in order to discourage repetitively unacceptable behaviour. Residents who commit offences will be dealt with in a manner that is in accordance with the guidelines set out in the Code of Community Living Standards and proportional to the gravity of the offence. The repeat of any offence in any one level will be carried to the next level and addressed accordingly by the Manager, Residence Life, or designate.

2.0.0 – Unacceptable Behaviour

2.0.1 Unacceptable behaviour is behavior which is inconsistent with the above principles and objectives. When such behaviour occurs, it constitutes an offence. Ignorance, non-active participation, anger, and alcohol or substance abuse, do not diminish a Resident's responsibility for such behaviour. Resident students and their guests are responsible for observing the terms of the Residence Life Code of Community Living Standards as well as the University's Code of Rights and Responsibilities at all times.

Furthermore, if a Resident is aware of a problem, he/she is expected to advise the appropriate personnel so that steps may be taken to prevent the situation from escalating, persisting or reoccurring. Residents are strongly encouraged to come forward to report problems or infractions. When possible, and in accordance with the law, the University will keep confidential the identity of the person who reports such problems/infractions.

Residents are responsible for their own behaviour and that of their guests and the consequences of any behaviours that takes place in Residence at all times.

2.0.2 Any inappropriate behaviour or breach of the Residence Life Code of Community Living Standards will result in an investigation by Residence Life staff. This investigation is to determine the relevant facts and draw the most likely conclusion(s) as to the behaviour suspected and/or observed.

The University may take all means required to uphold the present Residence Life Code of Community Living Standards and to fully investigate incidents which may be occurring in Residence. Such steps could include but are not limited to: video surveillance, interviews, and seeking the cooperation of other Residents, Security and/or the Police.

If the involvement or intervention of the Police is required, the University will fully cooperate with and support such investigation and prosecution, as the case may be.

2.0.3 In all such cases, an incident report will be written (by a Residence Life Staff and/or by Security) and submitted to the Manager Residence Life, or designate. The Manager, or designate, will review the incident report and will determine the appropriate course of action which, depending on the situation, may include fines, community service, and/or a recommendation to seek the cancellation of the lease. The decision rendered by the Manager, or designate, may be reviewed by the Director, Residence Life, or designate. Decisions rendered by the Director, Residence Life, or designate, are final.

2.1.0 Activities that may result in the University seeking the immediate cancellation of the lease include and are not limited to the following:

- ☒ The distribution, possession, use, or sale of illegal drugs and/or the distribution, possession, misuse, or sale of prescription drugs, or facilitating the distribution or sale thereof
- ☒ Willful or negligent damage to Residence property
- ☒ Any act of violence or threat thereof, any hateful acts and/or harassment toward other members of the Residence Community
- ☒ The commission of a serious offence, even if only committed once, or the repetitive nature of the misconduct (serious or not) could, at the discretion of the University, warrant seeking the immediate cancellation of the lease.

In the event that a decision results in the cancellation of a Residents' lease, they will normally be asked to leave Residence with one week's notice and will be banned from returning to all Residence properties.

2.2.0 In addition to offences which lead to the immediate cancellation of a lease, there are three levels of offences under the Residence Life Code of Community Living Standards, which are as follows:

2.2.1 – Level 1 - Verbal and/or written warning

Actions by an individual(s) which:

- interfere with the rights of others to the peaceful use and enjoyment of his/her private or shared space in Residence
- amount to a failure to cooperate with Residence Life Code of Community Living Standards

Sanctions

Normal range of sanctions: warning letter and/or \$50.00 minimum fine, and/or behavioural contract, and/or community service. Restitution for damage(s) where applicable.

2.2.2 Level 2 - Written warning and/or placed 'On Notice'

Actions by an individual(s) which:

- create a significant nuisance and/or disturbance to another Resident or the Residence Community

Sanctions

Normal range of sanctions: warning letter and/or \$50.00-\$125.00 minimum fine, and/or behavioural contract, and/or community service. Restitution for damage(s) where applicable.

2.2.3 Level 3 – Probation

Actions by an individual(s) which:

- endanger the safety and security of themselves and/or others
- compromise personal or University property
- attack the dignity/integrity of another individual
- contravene the municipal, provincial or federal statutes and regulations or certain policies or rules of the University

Sanctions

All offences could be subject to any or all of the following: warning letter and/or \$125.00-\$250.00 minimum fine, and/or behavioural contract, and/or community service, probation, and/or seeking cancellation of the lease. Restitution for damage(s) where applicable.

2.2.4 The commission of any offence may lead to the University to seek the immediate cancellation of the lease if the situation is deemed serious or if the behaviour is of a repetitive nature.

2.2.5 The charts below include a limited number of examples of actions that may be considered as included within the three different offence levels defined above.

2.2.6 Some behaviours may fall into more than one level of offence. It should be noted that a Resident's behaviour is considered along with the seriousness of the circumstances. After determining the offence level, the actions are compared to the specific examples in the charts found on pages 13 through 16. Therefore, context and other factors associated with any incident will be used to determine the appropriate punitive measures. In addition to the levels of sanctions outlined above, Residents may be subject to additional sanctions such as the imposition of a behaviour contract, and/or an educational sanction, such as a fine, to pay restitution for damages and/or a ban from visiting other Residences.

3.0.0 – Enforcement of the Residence Life Code of Community Living Standards Program

3.0.1

The sanctions listed in this document are examples only, and other or additional sanctions may be imposed should the situation warrant it. All financial costs incurred as a result of a Resident's behavior or the behavior of a guest of a Resident are the responsibility of the Resident(s) involved. For the sake of clarity, Residents are solely responsible for their own guests' actions.

3.1.0 – Residence Life Administrator

3.1.1 A Residence Life Administrator is any individual working on behalf of Concordia University's Residence Life Department. Such individuals include, but are not limited to: Directors, Managers, Administrative Assistants, Service Assistants, Admissions Coordinators, Community Facilitators, Resident Assistants or other designates.

3.1.2 Residents are expected to fully cooperate with all University employees. Cooperation is defined as complying with the directives of a University official who is acting in an official capacity. In the event that a Resident feels that they have been mistreated or wrongfully accused, they are asked to address their concerns, by appointment with the Manager(s), of the Residence Life Department on the next business day.

3.2.0 – Incident Report

3.2.1 The primary purpose of an incident report is to constitute a tool for the Resident Assistants in documenting an event that has taken place. The purpose of documenting events is to inform the Residence Life administration of events/situations that are relevant to the functioning of their position. These reports are considered confidential internal working documents. The Residence Manager who receives the report will decide what, if any, follow up is required.

3.2.2 A Resident may receive one or more of the sanctions listed below as a result of violations of the Residence Life Code of Community Living Standards:

3.3.0 – Incident Report Notification

3.3.1 This communication is used to inform Residents that they are required to meet with a Residence Life Administrator as the result of the filing of an incident report. The incident report will be sent via email to the address listed in the Resident's application to Residence. Incident report notification creates an opportunity for a Residence Life Administrator and the implicated Resident to discuss an event after it has taken place. The appointment/discussion/meeting must occur during normal University business hours in the Residence Life Office. It should be noted that not all events or incidents require an incident report notification. In some cases, a Residence Life Administrator will contact the Resident verbally about an incident. Failure to obtain an appointment and/or appear at the meeting will be considered refusal to cooperate with Residence Life employees and will result in an appropriate behavioural sanction.

3.4.0 – Verbal Warning

3.4.1 Verbal warnings are used at the discretion of the Residence Life Administrators when it is believed that the warning will result in a change of unacceptable behaviour. Residents do not have a right to a verbal warning and they are not given in cases that are repetitive in nature. Asking a resident to stop a behaviour is considered a verbal warning.

3.5.0 – Meeting with the Manager / Director, Residence Life

3.5.1 Meetings may be initiated by either a Resident or a Residence Life Administrator. Usually the Resident will meet with the Manager and/or the Director Residence Life. The appropriate Resident Assistant may also partake in the meeting, at the Manager/Director Residence Life's sole discretion. Sanctions may be imposed with respect to a documented incident based on the nature of the behaviour, past history, the result of the meeting and any other factors that are deemed relevant. Failure to appear at the meeting will be considered refusal to comply with Residence Life staff and will result in an appropriate sanction.

3.6.0 – Warning Letter/Notice

3.6.1 A Resident may be sent a letter outlining facts regarding a violation and its consequences. This is an official letter of warning and it will be delivered to the Resident's mailbox and/or sent electronically to the email address on the Resident's application for Residence.

3.7.0 – Fines

3.7.1 Fines are a monetary penalty assessed as a sanction for inappropriate behaviour. Fines will be posted directly to the Resident's student account.

3.8.0 – Community Billing and/or Discipline

3.8.1 Community billing and/or discipline may be imposed in order to hold multiple members of a community accountable for damages caused by actions or behaviour that have proven to have originated within that community or area of Residence (hallway, floor, cluster of rooms, wing, etc.). These damages include, but are not limited to: fire alarms, common area damage, leaks or floods, etc. These sanctions include, but are not limited to: community service, a reduction of services (i.e. closing of the elevator and/or common rooms), and restitution for damages.

3.9.0 – Educational Sanction

3.9.1 An Educational Sanction may accompany a warning letter, fine, or probation. These sanctions include, but are not limited to: community restitution, community service, attending an educational workshop appropriate to the violation, preparing an educational program for the community and/or a reflection paper describing the lessons learned by the Resident. It is up to the Resident to fulfill the sanction within the delay allotted. Unfulfilled community service hours may be replaced by a fine determined by a Residence Life Administrator.

3.10.0 – Behavioural Contract

3.10.1 A behavioural contract is a set of behavioural expectations and limits that is determined with the Resident and set out in contractual terms. The Resident thereby agrees to abide by the terms of the behavioural contract and any breach of said contract will result in the application of the consequences agreed upon therein. A behavioural contract may accompany a warning letter, fine, probation, or other sanction(s) deemed appropriate.

3.11.0 – Restitution for Damages

3.11.1 Any Resident that causes damage to University property is required to pay for the cost of the repairs. Residents are also responsible for any damages caused by their guests. Residents who borrow games room equipment, cleaning equipment or any other item from the Residence Life Office are responsible for those items. In the event that damage is caused to either the equipment or the equipment is used to damage University property, the resident who gave their ID to sign out the equipment will be held responsible.

The costs of the repair or replacement will be solely determined by the Residence Life Administrator, communicated to the Resident in writing, and will be charged directly to the Resident's student account.

3.12.0 – Residence Probation

3.12.1 When a Resident is placed on probation, a notice is sent indicating that any further offence may result in the cancellation of their lease. Probation may be used in addition to any other sanction outlined herein and imposed by the designated Residence Life Administrator.

3.13.0 – Banning from Residences

3.13.1 Students may be banned from Residence(s) and not allowed to return. If the banned student is found in the Residence building(s), Security will be called and the student may be charged with trespassing. Students that disregard this ban and are found in Residence by Security or a member of the Residence Life Administration may be charged under the University's Code of Rights and Responsibilities. A ban from Residences may accompany a warning letter, fine, probation, or lease cancellation. Acting as a host for a posted individual and/or a person whose visiting privileges have been revoked is prohibited. Any Resident hosting a guest who has been banned will be sanctioned accordingly.

3.14.0 – Lease Cancellation

3.14.1 The lease is a contract between the Resident and Concordia University. A Resident may be asked to vacate their Residence and/or the immediate cancellation of the lease may be sought by the University, along with any damages suffered by the University, depending on the offence and its severity. The appropriate Residence Life Administrator is responsible for this decision. The student may also be banned from all Residence buildings. In circumstances where there may be an immediate threat posed to an individual or the community, a student may be immediately removed from Residence.

3.15.0 Charge through the Code of Rights and Responsibilities

3.15.1 This document outlines behaviour considered to be inconsistent with the goals and well being of the University community. Charges by students involving alleged breaches of the Code of Rights and Responsibilities, which is applicable to all members of the University, are heard by a hearing panel. Refer to the Office of Rights and Responsibilities for more information.

4.0.0 – The Appeal Process

4.0.1 All sanctions levied against a Resident are effective as of the date of imposition, and will be communicated to the Resident in writing. It is the Resident's responsibility to check their e-mail address listed on their application for Residence for this notice.

4.0.2 The Resident may appeal each step of the disciplinary process. The Director, Residence Life, or designate, will hear all appeals regarding the Manager's decision. In certain situations, Residence infractions may go directly to the Director, especially when the personal safety of an individual or the community is threatened. Decisions made by the Director are final.

4.0.3 A Resident has two business days from the date of the imposition of the sanction to submit a written appeal on the following grounds:

- Bias and/or unfair treatment – procedural error, improper investigation, discrimination, etc.
- The sanction does not suit the infraction/behavior.
- New information has become available that was previously unavailable – new witness, a fact unknown when the original decision was made.

4.0.4 Please note that a Resident may only appeal a decision once and an appeal may result in one of the three following outcomes:

1. The original decision is upheld.
2. The original decision is overturned.
3. Sanctions can be modified, which may include increasing the sanctions originally levied.

5.0.0 – Level 1 Offences

5.1.0 Examples of offenses resulting in verbal or written warnings

Actions by an individual(s) which:

- interfere with the rights of another individual(s) to the peaceful use and enjoyment of his or her space in Residence
- fail to cooperate with Residence Life and University administrative policies

Although they are taken seriously by Residence Life, Level 1 infractions include the least dangerous or serious offences. Repeated Level 1 infractions however will be deemed to be Level 2 offences regardless of the nature of the infraction.

Normal Range of Sanctions

Warning letter and/or \$50.00 fine minimum and/or behavioural sanction. Restitution for damage(s) where applicable.

5.1.1 Cleanliness Standards: Residents are required to maintain their rooms in compliance with the provincial, municipal, and University regulations. Students are expected to keep common areas clean and adhere to the proper removal of garbage.
5.1.2 Physically Active Games in Residence Common Areas: Residents are not permitted to participate in potentially destructive activities that may cause personal injuries and/or property damage. These activities include, but are not limited to: indoor sports, water fights, using roller blades, skateboards, hockey sticks or bicycles in the buildings.
5.1.3 Equipment Storage: Residents are not permitted to store any personal belongings or room property in any common or shared living areas (this includes hallways). Equipment may include, but is not limited to: bicycles, hockey equipment, desks, lamps, etc.
5.1.4 Use of Prohibited Appliances: Electrical or other cooking appliances, including but not limited to: toaster ovens, hot plates, kettles, rice cookers, coffee makers, etc. or those containing a heating element or open flame.
5.1.5 Removal of Residence Property: Removing/relocating furniture from lounges, dining rooms, and other common areas is not permitted.
5.1.6 Guests: A guest is any non-resident of a specific room and/or building. Residents are not permitted to host a guest during Fresh Week and/or during the duration of exams. A guest may not stay for a period of longer than three consecutive nights in the same seven-day period or stay in Residence repeatedly unless pre-approved by the Manager(s) or delegate. Residents are responsible at all times for their guest and their behaviour, including informing them of relevant policies. In the event of any violation of the Residence Life Community Living Standards by a guest, the host may be sanctioned accordingly. Acting as a host for a posted individual and/or a person whose visiting privileges have been revoked is prohibited. The Residence Life Administration reserves the right to impose a guest sign-in policy to maintain the security of our Residents and premises.
5.1.7 Alcohol Use in Residence: Students must abide by all federal and provincial alcohol laws. Alcohol is not permitted in any common areas. Alcohol consumption is prohibited in lobbies, foyers, stairwells, hallways, laundry rooms, common rooms, washrooms, and the gardens/grounds surrounding the Residence buildings.
5.1.8 Noise: Unacceptable / excessive noise is not permitted in Residence. Residents are expected to abide by the rules regarding acceptable noise levels. The following quiet hours are observed: Sunday to Thursday: 11:00 p.m. – 9:00 a.m. Friday and Saturday: 1:00 a.m. – 9:00 a.m. Exam Periods: 24 hr. – Quiet Hours Consideration Hours: 24-hours a day These guidelines are meant to act as a minimum standard and may be enhanced through consultations with the community and Residence staff. Residence will, during examination periods, extend the quiet hours. Noise levels at any time should not detract from any Resident's ability to pursue academic endeavors or to enjoy their living environment. A Resident's right to reasonable quiet supersedes another's right to make noise.
5.1.9 Postering: Posters are not permitted on doors, hallways, common area or lounges or any other area(s) in Residence.
5.1.10 Any other action deemed by Residence to fit under the definition of this level. Situation based.

6.0.0 – Level 2 Offences

6.1.0 Examples of offences resulting in verbal or written warnings and students being put "On Notice"

Actions by an individual(s) which:

- create a significant nuisance and/or disturbance to an individual or community

Level 2 offences represent greater risk to the safety and/or property of Residents, the property of the University, or the integrity of the community. As a result of this disciplinary actions will be more severe. Repeated level 2 offences (regardless of the infraction) will be deemed to be level 3 offences.

Normal Range of Sanctions

Warning letter, and /or \$50.00-\$125.00 minimum fine and/or behavioural sanction. Restitution for damage(s) where applicable.

6.1.1 Pets: No pets of any kind are permitted in Residence.
6.1.2 Smoking: All areas in Residence are non-smoking. Residents cannot possess smoking paraphernalia (bongs, shisha pipes, hookahs, e-cigarettes, vapes, etc.) in Residence. Residents who are suspected of smoking in their rooms also fall into this level of offence.
6.1.3 Open Flames: Open flames are not permitted in Residence. This includes, but is not limited to: lit candles, incense, lighters, matches, etc.
6.1.4 Physically Active Games in Residence Common Areas: Residents are not permitted to participate in potentially destructive activities that may cause personal injuries and/or property damage. These activities include, but are not limited to: indoor sports, water fights, using roller blades, skateboards, hockey sticks or bicycles in the buildings.
6.1.5 Throwing Material: Throwing, dropping, or ejecting material from Residence buildings, windows, rooftops, in quads, or down stairwells is prohibited. Throwing material at Residence buildings is also prohibited.
6.1.6 Violence: Violence or physical aggression or any threat thereof in Residence will not be tolerated. Physical aggression is defined as behaviour that is or can potentially be harmful to an individual's person.
6.1.7 Raids or Inappropriate or Destructive Pranks: Initiating, encouraging, supporting, or participating in raids and/or pranks that are disruptive, offensive, or hostile to Residents and/or staff is prohibited. Examples include, but are not limited to: water fights, dismantling and removing, and/or relocating Residence/personal property, etc.
6.1.8 Inappropriate/Illegal Entry: Entering another Resident's room or disturbing another Resident's property is not permitted. Locked-out Residents may gain access to their room via a Resident Assistant. Manipulating the lock, door, or window is strictly prohibited. Entry or exit via unauthorized doors such as the garage door is not permitted, nor is propping open doors and allowing access to non-Residents who are not guests. (Note: In cases of emergency, or if it is deemed that illegal activities are taking place in any room Residence Life Administrators reserve the right to enter Residents' rooms).
6.1.9 Harassment: Every individual has the right to an environment characterized by mutual respect and shares the responsibility to treat all members of the University community with respect and without harassment. Harassment is defined as personalized, inappropriate behaviour, which is either repetitive or abusive.
6.1.10 Explosives: Explosive or flammable material is not permitted in Residence buildings. Proper storage of flammable material is required.
6.1.11 Cooperation with Staff: Residents are expected to comply with the directives of all University employees who are acting in an official capacity. This includes all members of the Residence Life Team, Security, Food Services Staff, etc. Deliberately misleading, acting belligerently, failing to comply, or refusal to comply or improperly identifying one's self to a University official is strictly prohibited.
6.1.12 Mass Consumption: Possession and/or consumption of "common source" alcohol (i.e. kegs, barrels, Jell-O shots, and other large containers of alcohol, etc.) and/or organizing/participating in "drinking games" (i.e. Century Club, funneling, beer pong, water pong, etc.) within Residence are prohibited.
6.1.13 Irresponsible Alcohol Use: Residents are not permitted to consume alcohol to a point where they become a disruption to the Residence community. Residents are also not permitted to consume alcohol to a point where they pose a danger to themselves or to others.
6.1.14 Graffiti: Any defacement of Residence property i.e. hall walls, room doors, doorframes, ceilings, etc., will not be tolerated.
6.1.15 Deliberate or negligent damage to University property: Any damage to University property will not be tolerated by either Residents or their guests. Residents are responsible for any damage to property caused by their guests.
6.1.16 Access Card: The access card is issued by Security to provide Residents with access to the Residence building. It is prohibited for Residents to transfer or to allow any other individual the use of their access card. Lost access cards must be replaced in person at the Security Office during business hours. Replacement cost will be charged to a Resident's student account. Residents are responsible should they allow access to anyone other than their personal guests upon entry to any Residence building. This includes tailgating individuals who follow Residents into the building. This is for the safety and security of the Residence community.
6.1.17 Any other action deemed by Residence to fit under the definition of this level. Situation based.

7.0.0 - Level 3 Offences

7.1.0 Examples of offences resulting in probation

Actions by an individual(s) which:

- endanger the safety and security of themselves and/or another individual(s)
- compromise personal or University property

- attack the dignity/integrity of an individual
- contravene applicable laws

Level 3 offences pose the greatest risk to safety and/or property of student Residents, the property of the University, or integrity of the Residence community. Disciplinary action will be severe, and cancellation of the lease is possible. **Normal Range of Sanctions**
All level three offences could be subject to any or all of the following: Warning/Probation letter and/or \$125 – \$250 minimum fine and/or behavioural sanction, and/or probation, and/or seeking lease cancellation. Restitution for damage(s) where applicable.

7.1.1 Open Flames: Open flames are not permitted in Residence. This includes, but is not limited to: lit candles, incense, lighters, matches, etc.
7.1.2 Fire Equipment: Discharging, tampering with or operating any fire prevention or detection equipment for any purpose other than the control of fire is strictly prohibited.
7.1.3 Gambling: Participating in and/or running an illegal gaming or gambling operation is prohibited.
7.1.4 Restricted Areas: Students are prohibited from being in any restricted areas, these include, but are not limited to: the roof of any Residence (except in emergencies), window ledges, attics, etc.
7.1.5 Weapons: Firearms and any other weapon or item that is created/intended to cause harm, or could be seen as intimidating, are strictly prohibited. This includes, but is not limited to, guns / gun-like objects, AirSoft® guns, paintball guns, novelty weapons such as swords or karate implements, etc.
7.1.6 Illegal Drugs: Students in Residence are prohibited from being involved with trafficking, possessing, using and consuming any illegal or misuse of prescription drug substance in Residence. This includes possession of drug paraphernalia including, but not limited to, bongs, pipes, etc. (Note: In cases of emergency, or if it is deemed that illegal activities are taking place in any room Residence Life Administrators reserve the right to enter Residents' rooms).
7.1.7 Pornography: Displaying or making available for viewing pornographic material in the hallways, common areas, lobbies, stairwells, bathrooms, exterior room doors, or any interior area of a room that can be seen from an open door is prohibited (in accordance with the Criminal Code of Canada, Section 163).
7.1.8 Mass Consumption: Possession and/or consumption of "common source" alcohol (i.e. kegs, barrels, Jell-O shots, and other large containers of alcohol, etc.) and/or organizing/participating in "drinking games" (i.e. Century Club, funneling, beer pong, etc.) within residence are prohibited.
7.1.9 Underage Drinking: Underage drinking is not permitted in Residence. Residents must abide by all Federal and Provincial Laws and the University Alcohol Policy.
7.1.10 Vandalism/Tampering: Willful Damage (including attempts that may not have resulted in visible damage) to University property and/or that of its subcontractors is strictly prohibited.
7.1.11 Violence: Violence or physical aggression or any threat thereof in Residence will not be tolerated. Physical aggression is defined as any violent or physically aggressive behaviour.
7.1.12 Harassment: Every individual has the right to an environment characterized by mutual respect and shares the responsibility to treat all members of the University community with respect and without harassment. Harassment is defined as personalized, inappropriate behaviour that is either repetitive or abusive.
7.1.13 Throwing Materials: Throwing, dropping, or ejecting material from Residence buildings, windows, rooftops, or down stairwells or in quad is prohibited. Throwing material at Residence buildings is also prohibited.
7.1.14 Explosives: Explosive or flammable material is not permitted in Residence buildings. Proper storage for flammable material is required.
7.1.15 Raids or Inappropriate or Destructive Pranks: Initiating, encouraging, supporting, or participating in raids and/or pranks that are disruptive, offensive, or hostile to Residents and/or staff is prohibited. Examples include, but are not limited to: water fights, dismantling and removing, and/or relocating Residence/personal property, etc.
7.1.16 Inappropriate/Illegal Entry: Entering another Resident's room or disturbing another Resident's property is not permitted. Locked-out Residents may gain access to their room via a Resident Assistant. Manipulating the lock, door, or window is strictly prohibited. Entry or exit via unauthorized doors such as the garage door is not permitted, nor is propping open doors and allowing access to non-Residents who are not guests. (Note: In cases of emergency, or if it is deemed that illegal activities are taking place in any room Residence Life Administrators reserve the right to enter Residents' rooms).
7.1.17 Any other action deemed by Residence to fit under the definition of this level. Situation based.

8.0.0 – Administrative Rules

Keys & Access Card: For the protection of personal possessions, Residents are advised to lock their door when leaving their room. Lost keys should be reported immediately to the Residence Life Office. Replacement keys cost \$20/key. If a Resident loses their bedroom key more than two times, the Residence Life Office will change the Resident's lock at a cost of \$80.00 charged to the Resident's student account to cover the cost of labour and materials. If a Resident forgets their keys or access card and are locked out, there will be a \$5.00 charge to access the building/room. Lost access cards must be replaced in person at the Security Office on either campus Monday to Friday: Sir George Williams Campus, EV Atrium, 7am to 2pm; Loyola Campus, SP 144, 7:30am-2pm. Replacement cost is \$20/card. The cost to replace individual room or mailbox keys is \$20/key. Each of these costs will be charged to the Resident's student account. Only lease-holding Residents will be allowed into their individual rooms. Any student lending out his or her access pass or student ID card will be disciplined accordingly. This is for the safety and protection of all Residents and for personal property – the Resident must be present for access by a Residence Life Administrator or Security Agent, telephone/email permission is not an acceptable alternative. Residents are held financially responsible for any damage or losses to their room or its contents and for the cleanliness of the room upon vacating it.

Courtesy/Quiet hours: As per above, quiet hours and 24 hour quiet or courtesy hours are in effect at specified times, and a Resident's right to quiet supercedes a Residents' right to make noise.

Commercial Use: The use of a Residence room, mailbox, and telephone or data connection for any commercial purpose is prohibited.

Other Charges: This may include damage repairs, improper checkout or room transfers, storage, etc. Situation based.

9.0.0 - Items Banned From Residence

9.0.1 For various reasons, certain items are not permissible in University Residences. Such items include, but are not limited to the following:

- Cooking appliances of any kind (i.e.: hot plates, toasters, kettles, toaster ovens, rice cookers, etc.)
- Space heaters
- Electric blankets
- Halogen lights of any kind
- Candles, incense
- Gasoline, kerosene or other flammable fuels
- Drug paraphernalia
- Smoking paraphernalia including but not limited to hookahs, bongs and shisha pipes
- Electronic cigarettes (e-cigarettes, vapes, etc.)
- Weapons of any kind – including novelty, historic or decorative weaponry
- Guns or gun-like objects – including AirSoft®, paintball guns etc.
- Bicycles – all bicycles must be stored at an exterior rack and may not be kept in Resident rooms, stairwells, common rooms or hallways
- Amplified music without headphones, including guitar, keyboard, drums, DJ equipment etc.
- Residence Life reserves the right to ban additional items at any time, should Residence Life deem it to be reasonably necessary

A copy of the Concordia University's [Code of Rights and Responsibilities](#) may be accessed on the University's website.

LEASE CHANGES OR AMENDMENTS