

## **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 behaviour 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. Residents 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.

2.0.4. A 'Student-of-concern' is defined by the *Policy on Student Involuntary Leave of Absence, PRVPAA-15* (<http://www.concordia.ca/content/dam/common/docs/policies/official-policies/PRVPAA-15.pdf>) as any student whose apparent physical and/or mental state and/or related conduct is such that he/she may be or have become a threat to themselves, others, the educational process, or the University community in general.

Any resident that exhibits concerning behaviour may be brought forward as a 'student-of-concern' by Residence Life to the office of Rights and Responsibilities. Assessment of a 'student-of-concern' might be done under advisement, or in coordination, with other University departments. In these cases, a student can be subject to interventions by Residence Life, the Office of Rights and Responsibilities and/or other departments. Interventions by Residence Life may include but are not limited to adhering to a wellness agreement with various conditions, the pursuit of a voluntary or involuntary leave of absence from the University through the *Policy on Student Involuntary Leave of Absence*, or other actions deemed suitable by Residence Life and the University including cancellation of the lease. Actions taken under the above policy are meant to be supportive in nature and shall not be considered disciplinary actions, and will be done in accordance with and taking into account other University policies, including the Code of Rights and Responsibilities, BD-3.

If there is, in the estimation of Residence staff, a clear and imminent danger or risk, designated staff members, including Resident Assistants, are immediately empowered to take appropriate steps pursuant to University policies and/or may contact Security (extension 3717) who may, after evaluating the urgency of the situation, contact the appropriate internal or external resources and/or departments.

Nothing in this section is intended to supersede any University policy.

**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 Resident's 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**

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 and/or minimum \$50.00 fine, and/or behavioural contract, and/or community service. Restitution for damage(s) where applicable. Normal Point Range: 1-3

**2.2.2 Level 2**

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 and/or minimum \$100 fine, and/or behavioural contract, and/or community service. Restitution for damage(s) where applicable. Normal Point Range: 2-5

**2.2.3 Level 3**

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 and/or minimum \$150 fine, and/or behavioural contract, and/or community service, and/or educational sanction, probation, and/or seeking cancellation of the lease. Restitution for damage(s) where applicable. Normal Point Range: 4-9

**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** 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.

**2.2.7 The use of points in the Residence Life Code of Community Living Standards and Discipline.**

**2.2.8** The intent of the point system is to help define the seriousness of specific behaviours, act as an accountability measure, and track the frequency and severity of a residents violations. All violations are associated with points ranging from a value of 1 through 9. All violations have a minimum value of one point. The assigned number of points will depend upon the type of incident and/or its severity. In complex situations where multiple violations occur in the same incident, points will normally be assigned based on the most serious single violation of the Code of Community Living Standards and Discipline. During sanctioning, decision makers consider a resident's total points, including those assigned for the current violation. Points remain on record until August 15 of each year, or as stipulated upon cancellation of a Resident's Lease.

**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, 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 email 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 communication will be sent via email to the address listed in the Resident's application to Residence, and creates an opportunity for a Residence Life Administrator and the implicated Resident to discuss an event after it has taken place. It is the responsibility of the Resident to obtain an appointment at their soonest opportunity with the Residence Life Manager. The appointment 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. If a Resident has received an incident report notification or a request to meet (when no official incident report has been filed), it is the responsibility of the Resident to initiate the meeting. 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 equivalent to an hourly rate determined by a Residence Life Administrator, at a rate that will be no less than minimum wage.

### **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 sanctions 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. Normally, once a resident accumulates 5 points, they are placed onto Residence Probation.

### **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 wellbeing 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 Residence mailbox and the 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 to the Director, Residence Life or designate. 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 to the Director, Residence Life or designate 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** 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.

## Offences

### 5.0.0 Level 1 Offences

**5.1.0** 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 and/or minimum \$50.00 fine and/or behavioural sanction. Restitution for damage(s) where applicable. Normal point range: 1-3

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| <p><b>5.1.1 Cleanliness Standards:</b> 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. Improper disposal of refuse, including leaving garbage bags outside of your unit/suite/room or outside of designated garbage area is not permitted. Collection of empty containers, bottles or cans that is judged by Residence Staff, for sanitary reasons, to be beyond recycling purposes is not permitted.</p>   |
| <p><b>5.1.2 Physically Active Games in Residence Common Areas:</b> 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.</p>  |
| <p><b>5.1.3 Equipment Storage:</b> Residents are not permitted to store any personal belongings or room property in any common or shared living areas. No articles can be left outside of doors or in hallways (such as boots, mats, garbage etc.). Equipment may include, but is not limited to: bicycles, furniture, sports equipment etc. Sports equipment (such as hockey equipment and bags) must be stored in a designated storage room. (See manager about storage).</p>  |
| <p><b>5.1.4 Use of Prohibited Appliances:</b> 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 are not allowed. (see section 9.0.0)</p>   |
| <p><b>5.1.5 Removal of Residence Property:</b> Removing/relocating furniture from lounges, dining rooms, and other common areas is not permitted.</p>  |
| <p><b>5.1.6 Outside furniture:</b> Bringing in outside furniture into residence must be new in its packaging and must be approved by a staff member.</p>   |
| <p><b>5.1.7 Guests:</b> A guest is any non-resident of a specific room and/or building. Residents are not permitted to host a guest during Welcome/Orientation 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.</p> |
| <p><b>5.1.8 Alcohol Use in Residence:</b> 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.</p>   |
| <p><b>5.1.9 Cannabis possession and use in Residence:</b> Cannabis is not allowed in residence or on campus. This includes the possession and consumption of cannabis or its by-products and derivatives regardless of form (e.g., cannabis oil or wax, cannabis butter, etc.) and regardless of an individual's age</p>   |

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| <p><b>5.1.10 Noise:</b> 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:<br/>         Sunday to Thursday: 11:00 p.m. – 9:00 a.m.<br/>         Friday and Saturday: 1:00 a.m. – 9:00 a.m.<br/>         Exam Periods: 24 hr. – Quiet Hours<br/>         Consideration Hours: 24-hours a day<br/>         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.</p> |
| <p><b>5.1.11 Postering:</b> Posters are not permitted on doors, hallways, common area or lounges or any other area(s) in Residence.</p>   |
| <p><b>5.1.12</b> Any other action deemed by Residence to fit under the definition of this level. Situation based.</p>   |

### 6.o.o Level 2 Offences

**6.1.o** 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 and /or minimum \$100 fine and/or behavioural sanction. Restitution for damage(s) where applicable. Normal point range: 2-5

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| <p><b>6.1.1 Pets:</b> No pets of any kind are permitted in Residence.</p>   |
| <p><b>6.1.2 Open Flames:</b> Open flames are not permitted in Residence. This includes, but is not limited to: lit candles, incense, lighters, matches, etc.</p>  |
| <p><b>6.1.3 Physically Active Games in Residence Common Areas:</b> 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.</p>   |
| <p><b>6.1.4 Inappropriate/Illegal Entry:</b> 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).</p>  |
| <p><b>6.1.5 Cooperation with Staff:</b> 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. Your Student card is property of Concordia University and is non-transferable. It is subject to revocation for violation of University regulations. Your card must be presented or returned to authorized University personnel upon request.</p>                                      |
| <p><b>6.1.6 Graffiti:</b> Any defacement of Residence property i.e. hall walls, room doors, doorframes, ceilings, etc., will not be tolerated.</p>  |
| <p><b>6.1.7 Deliberate or negligent damage to University property:</b> Any damage to University property will not be tolerated Residents are responsible for any damage to property caused by their guests.</p>   |
| <p><b>6.1.8 Access Cards and Keys:</b> 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. 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 (see 8.o.o).<br/>         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.</p> |
| <p><b>6.1.9</b> Any other action deemed by Residence to fit under the definition of this level. Situation based.</p>  |

**7.0.0 Level 3 Offences**
**7.1.0 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 minimum \$150 fine and/or behavioural sanction, and/or probation, and/or seeking lease cancellation. Restitution for damage(s) where applicable. Normal point range: 4-9

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| <p><b>7.1.1 Open Flames:</b> Open flames are not permitted in Residence. This includes, but is not limited to: lit candles, incense, lighters, matches, etc.</p>  |
| <p><b>7.1.2 Fire Equipment:</b> Discharging, tampering with or operating any fire prevention or detection equipment for any purpose other than the control of fire is strictly prohibited.</p>  |
| <p><b>7.1.3 Smoking and/or vaping:</b> All areas in Residence are non-smoking. Residents cannot possess smoking paraphernalia (bongs, shisha pipes, hookahs, e-cigarettes, vapes, sploofs etc.) in Residence. Residents who are suspected of smoking or vaping in their rooms also fall into this level of offence.</p>   |
| <p><b>7.1.4 Gambling:</b> Participating in and/or running an illegal gaming or gambling operation is prohibited.</p>  |
| <p><b>7.1.5 Restricted Areas:</b> 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.</p>   |
| <p><b>7.1.6 Explosives:</b> Explosive or flammable material is not permitted in Residence buildings. Proper storage of flammable material is required.</p>  |
| <p><b>7.1.7 Weapons:</b> 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.</p>   |
| <p><b>7.1.8 Illegal Drugs:</b> 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, sploofs, vapes 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).</p>  |
| <p><b>7.1.10 Pornography:</b> 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).</p>   |
| <p><b>7.1.11 Mass Consumption:</b> 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. Possession of drinking and/or drinking game paraphernalia, including but not limited to funnels, beer bongs, beer pong kits or tables, etc. is prohibited.<br/>No individual can participate in, promote, or be a spectator of drinking or consumption games within the Residence community. Drinking or consumption games are defined as any activity, game, or contest in which the consumption of beverages or cannabis is either a primary focus or used as a penalty, typically in response to a specified cue or prompt.</p> |
| <p><b>7.1.12 Underage Alcohol Consumption:</b> Underage drinking is not permitted in Residence. Residents may not purchase or supply persons under the legal drinking age with alcohol or provide them access to it.</p>  |
| <p><b>7.1.13 Vandalism/Tampering:</b> Willful Damage to University property and/or that of its subcontractors is strictly prohibited.</p>   |



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| <p><b>7.1.14 Violence:</b> Violence or physical/verbal aggression or any threat thereof in Residence will not be tolerated. Physical aggression is defined as any violent or physically aggressive behaviour. Verbal aggression is defined as any violent or verbally aggressive behaviour.</p>   |
| <p><b>7.1.15 Harassment:</b> 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.</p>                                |
| <p><b>7.1.16 Throwing Materials:</b> 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.</p>  |
| <p><b>7.1.17 Raids or Inappropriate or Destructive Pranks:</b> 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.</p> |
| <p><b>7.1.18 Commercial Use:</b> The use of a Residence room, mailbox, and telephone or data connection for any commercial purpose is prohibited.</p>   |
| <p><b>7.1.19 Use of University internet:</b> Residents are responsible for appropriate and legal use of internet including downloading.</p>   |
| <p><b>7.1.20</b> Any other action deemed by Residence to fit under the definition of this level. Situation based.</p>   |

### 8.o.o Administrative Rules

**Access Cards and Keys:** 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 during business hours at a cost of \$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.

**Emergencies:** In the event of an emergency situation, as deemed by Residence Life Management, the department reserves the right to contact a Resident's emergency contacts as provided to the University.

### 9.o.o Items Banned From Residence

**9.o.1** For various reasons, certain items are not permissible in University Residences. Such items include, but are not limited to the following:

- Internet routers
- Wi-Fi devices that disrupt access to the University internet network
- Kitchen appliances of any kind (i.e.: hot plates, toasters, kettles, toaster ovens, rice cookers, coffee machines, blenders, etc.)
- Space heaters
- Humidifier/dehumidifier, Air Conditioners or Diffusers, air purifiers of any kind
- Halogen or neon gas lights of any kind
- Candles, incense
- Gasoline, kerosene or other flammable fuels
- Drug paraphernalia
- Smoking paraphernalia including but not limited to hookahs, bongs ,shisha pipes and sploofs
- Possession of drinking and/or drinking game paraphernalia, including but not limited to funnels, beer bongs, beer pong kits or tables, etc.
- Electronic cigarettes (e-cigarettes, vapes, modified Juuls or vaping accessories)
- 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

- Banners, flags, nets, holiday lighting, cable wire, and hangers installed on the ceiling in such a way as to interfere with the operation of any fire safety equipment (i.e. sprinkler heads or smoke detectors)
- Amplified music without headphones, including guitar, keyboard, drums, DJ equipment, etc.
- Any form of modifications to either common or private bathroom hardware or finishings
- 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.