

Students enrolled in the Collegiate may choose to reside in the Collegiate On-Campus Residence Program on the 6th floor of McFeetors Hall. Students are required to sign an addendum to the contract before being admitted to Residence. The Addendum contains policies, procedures, and expectations that differ from those in the Campus Living Contract. Campus Living Management and the Collegiate Dean's Office have reviewed this Addendum.

#### 1.1 Definitions

Collegiate Dean's Office - administrative staff at the Collegiate.

Minors in residence - resident under the legal age of 18 years.

#### 1.2.a Binding Contract

This Contract and Addendum is in effect between The University of Winnipeg, the Collegiate, and residents with occupancy periods between August 24, 2024, and August 22, 2025. In the event of any inconsistencies between the Campus Living Contract and the Collegiate Addendum, the former shall prevail except where specifically otherwise amended or altered by this Addendum. All terms of the Contract shall apply to Collegiate students who apply to or become residents.

#### 1.3 Eligibility Requirements

Before registering with Campus Living and applying to live in residence, an individual must be a registered student of the Collegiate. A resident must be enrolled in academic classes throughout their occupancy period.

#### 1.3.e Additional Requirements for Specific Cases

**Minors**: Students who will be under 18 years old at the start of their occupancy must have a Canadian Custodian form signed by the Collegiate Dean's Office.

New Resident Priority: Not applicable to Collegiate Students.

Fall-Only Occupancy: Not applicable to Collegiate Students.

Family and Affordable Housing: Not applicable to Collegiate Students.

#### 1.6.e Room Changes and Reassignments

Collegiate students may not request a room change. Campus Living and the Collegiate reserve the right to reassign residence rooms, without notice to the resident, in order to assign or change roommates, consolidate vacancies, resolve booking conflicts, and/ or accommodate room closures and facilities maintenance. Room reassignments may require a resident to move to a different room during their occupancy.

#### 1.7.d Financial Violations

#### Level 1

A Level 1 Financial Violation occurs whenever a resident fails to pay by a payment deadline due to:

- A payment not received in full by Campus Living by its applicable deadline
- A payment failing (e.g. a cheque returned NSF or declined by the payment processor)

Please note: Flywire and online banking payments need up to 5 business days to process; this should be taken into consideration by the resident before making a payment.

Residents with approved Payment Plans: If a resident receives three or more late fees, the payment plan is cancelled, and the resident must pay their full-term balance by the deadline specified by Campus Living.

Consequences of Level 1 Violations may include any combination of the following:

- Late Fee: a \$75 charge added at each instance of a Level 1 violation.
- NSF Fee (non-sufficient funds): A \$45 charge is added for each failed cheque payment returned by the bank due to insufficient funds in the bank account.

**Level 1 Violation Notice**: An email and/or printed letter indicating the overdue balance, including any late and/or NSF fees added. The letter includes a deadline to pay the balance, after which Level 2 consequences will apply. A copy of this violation notice will also be sent to the Collegiate Deans' Office.

A Level 2 Financial Violation occurs when a resident fails to meet the conditions outlined in a Level 1 Violation Notice.

Consequences of Level 2 Violations may include any combination of the following:

- Academic Hold: is added to the resident's Collegiate student account. This hold prevents the resident from adding or dropping courses, obtaining transcripts, and graduating.
- Meal Plan Suspension: Use of the meal card may be suspended until the outstanding balance is paid.
- Salto Card Suspension: Use of the resident's student card to access their residence building and/or room may be suspended until the outstanding balance is paid.
- Meeting with Campus Living and Collegiate Dean's Office: The resident will have to meet with Campus Living and the Collegiate Dean's Office to discuss the violation and applicable consequences.



**Level 2 Violation Notice:** An email and/or printed letter indicating the overdue balance, the deadline to pay, the Level 2 consequences that have been applied, and the Level 3 consequences (e.g. Eviction) that will apply if the deadline is not met. A copy of this violation notice will also be sent to the Collegiate Deans' Office.

A **Level 3 Financial Violation** occurs either after the conditions in Level 2 have not been met or after multiple Level 1 violations have occurred.

Consequences of Level 3 Violations may include any combination of the following:

- Eviction Notice: Specifies a date by which the resident's occupancy is terminated and must move out of residence.
- Payment Plan Cancellation: If a student is on a monthly payment plan, the plan is cancelled and the resident must pay their full-term balance by the deadline specified by Campus Living and the Collegiate.
- Non-Renewal: The resident cannot continue living in residence after the end of the current term.
- Collections: Overdue charges still outstanding at the end of a term may be sent to a collections agency, affecting the credit rating and student status of the resident.
- Withdrawal from Residence: Collegiate students may be fully withdrawn from their Collegiate program, with no tuition refund.

**Level 3 Violation Notice:** An email and/or printed letter indicating the overdue balance, the deadline to pay, and the Level 3 consequences (e.g. Eviction) that now apply. A copy of this violation notice will also be sent to the Collegiate Deans' Office.

#### 1.8 Terminating Residence Occupancy

Collegiate students (including minors) are not eligible to terminate their residence agreement without approval by the Collegiate Dean's Office.

# 1.8.b Eviction: Termination of Occupancy by The University

The resident's occupancy may be terminated by The University for the following reasons:

- Level 3 Financial Violations as defined in section 1.7.d Financial Violations;
- Non-compliance with eligibility criteria defined in section 1.3 Eligibility Conditions;
- Abandonment as described in section
   1.6.h Abandonment of the Room and Personal Property;
- > Level 3 Community Standards violations;
- > Other severe or repeated violations of The Contract.

The termination fees outlined in section **1.8.a Termination of Occupancy by the Resident** apply in cases of eviction. Details of the eviction process are found in section **3.5 Eviction Process**.

#### 2.2 Rights of a Resident

Collegiate students have the right to be accompanied by a guardian during disciplinary action.

#### 2.6 Community Standards Process

When a suspected incident occurs, an incident report is written by University staff, security personnel, and/or other witnesses. The manager then reviews these reports to conduct an appropriate investigation.

The full Community Standards process is detailed in Sections **3.2** and **3.6**.

#### 2.7 Alcohol

Students are prohibited from possessing or using alcohol within their designated substance-free space (6th Floor McFeetors Hall). Students who have reached the legal age of majority (eighteen in Manitoba) may consume alcohol off campus and return to their residence room.

# 2.8 Substance Abuse and Illegal Drugs / Cannabis/Marijuana

Students are not permitted to possess or use tobacco, smokeless tobacco, cannabis, drugs, drug paraphernalia, or illegally obtained prescription medications within their designated substance-free space (6th Floor McFeetors Hall). Students who have reached the legal age of majority nineteen (cannabis) in Manitoba) may consume drugs off campus and return to their residence room.

#### 2.9 Smoking

The University is a smoke-free campus. Smoking is not permitted in any areas of residence buildings, including all main entrances, patios, front porches and backyards in Balmoral, exterior stairwells and apartment balconies/terraces in McFeetors Hall. Residents and visitors who wish to smoke must do so on the sidewalk or other non-University property. Tobacco products should only be purchased and consumed by residents 18 years of age and over. The smell of smoke coming from a resident or residence room may be interpreted as conclusive of smoking in residence.

The act of smoking includes without limitation: smoking cigarettes, cannabis, cigars, pipes, hookahs, shishas, vaporizers, electronic cigarettes or any other smoking device.



#### 2.23 Room Capacity

Students enrolled in the Collegiate who are living in Residence are not permitted to have non-Collegiate guests in their rooms, including University residents. The maximum capacity is 1 Collegiate resident in each other's room.

#### 2.36 Visitors in Residence

Students enrolled in the Collegiate who are living in residence are not permitted to have visitors. If a resident would like a visitor, it must be approved by Campus Living and the Collegiate Dean's Office.

#### 3.2 Discipline Process

When a suspected incident occurs, University staff, security personnel, and/or other witnesses write an incident report. The Manager then reviews these reports to conduct an appropriate investigation. The Collegiate Dean's Office will be informed of the investigation.

If the investigation requires further information, Campus Living will contact the individual(s) involved through e-mail to set up a meeting. Meetings will be conducted in person or via a scheduled Zoom video meeting. The e-mail will request the individual to book a time to meet with Campus Living management to discuss the details of the alleged incident.

During the meeting, the individuals are given an opportunity to give their own statement regarding the incident in question and to ask questions that may arise. Failure to meet with Campus Living within five business days of the meeting request may waive individuals' right to provide testimony and/or their own version of events. Students can have a representative from the Collegiate Dean's Office attend this meeting. This timeframe may be reduced during circumstances where the safety or well-being of an individual or the residence community is at risk. As a result, all decisions and accompanying sanctions will be determined based solely on the information that Campus Living has previously received.

Based on the information obtained during the meeting, Campus Living will decide whether the individual was responsible for violating Campus Living policies. If the individual is found responsible, they will receive a notice of sanctions through email regarding the outcome of the meeting and any accompanying sanctions. Residents are required to respond to the email communication to confirm receipt of the electronic documentation.

Campus Living is unable to discuss any discipline matters under investigation by Campus Living or pending evictions without written permission from all involved. This is a strict regulation due to FIPPA (Freedom of Information and Protection of Privacy Act).

#### 3.4.i Outcome from Registrar

In cases involving non-academic misconduct Campus Living may consult with the Collegiate Dean's Office. Outcomes levied by the Collegiate Dean's Office may supersede decisions made by Campus Living and may impact a student's residence occupancy.

#### 3.4.j Alcohol Probation

See section 2.6 of the Campus Living Residence Contract.

#### 3.4.n Academic Hold

This hold, added to the resident's Collegiate account, prevents the resident from registering at the University of Winnipeg and receiving a copy of his/her high school diploma.

#### 3.4.n Academic Hold

Not applicable to Collegiate Students staying in Residence.

#### 3.4.q Eviction

Non-compliance with eligibility criteria as defined in section 1.3.

#### 6.0 Appendices

#### **Appendix A: Standard Occupancy Periods**

Collegiate Students August 30, 2024 to June 30, 2025

#### **Appendix B: Family Housing Eligibility Requirements**

Not applicable to Collegiate Students.

### Appendix C: Minors in Residence Collegiate Specific

**Custodianship Requirement for Minors:** 

All collegiate students living in residence must sign a custodianship form prior to arrival. The form must be signed by the Collegiate Dean's Office, and if it is to be signed by someone else, it must be approved by the Collegiate Dean's Office.

#### Additional Requirements for Collegiate Minors in Residence:

To ensure the well-being of Collegiate students within the community, minors must attend additional orientation sessions with the Collegiate. The orientation reviews safety guidelines, living expectations, and additional requirements the minor must follow. Additional requirements may include but are not limited to:

- > Required Study Hall
- > Scheduled in-room wellness checks
- Randomized cleanliness checks
- > Visitor restrictions
- Set curfew
- Mandatory attendance at Collegiate residence activities



#### **Discipline Process for Minors:**

When an incident involving a Collegiate student occurs, there will be communication between Campus Living and the Collegiate Dean's Office. The following process has been developed to ensure that all parties understand the discipline process:

- The residence Community Standards and Guidelines are listed in Section 2.0 Community Standards. Violations of these Standards, or actions that contribute to the violations of these Standards, may result in disciplinary action.
- Violations will result in a meeting with the manager. Outcomes vary based on the severity of the violation and are listed in Section 3.4 Possible Disciplinary Outcomes.

#### **Appendix F: Move-In Process Details**

Request preferred move-in time from Campus Living. Residents can select their move in date and time by the assigned deadline. If the resident does not request a specific appointment, an appointment will be assigned to them during the first weekend in September.

Keys and Cards: Students may receive the following keys upon moving in; Mailbox key and/or room key. These keys are to be kept all year until move out, lost keys will result in a fine. Students must submit their photo to studentcard@uwinnipeg.ca to receive their student card and meal plan card on Move-In day. If a photo is not received this may delay access to your meal plan.

On Move In Day students are expected to arrive at their scheduled move-in time. During the move-in time students will need to sign their Residence Agreement and applicable addendums.

Students will inspect their own room and complete the Room Inspection form on Star Rez within 72 hours of moving in to report any discrepancies.

#### Appendix D: Residence Fees

# Winter Break All dorm room types (Does not apply to Family Housing) \$320.00

#### Fall, Winter, and Spring only Residence Fees

Residence fees amounts for Fall, Winter, and Spring only residents are each the same as the "Fall Payment" amounts for Academic Year. All payment deadlines can be found under Appendix I: Critical Dates.

#### **McFeetors Hall Dorms (Single and Double)**

(These prices include the mandatory \$25.00 insurance and \$50.00 Programming fee due each term)

	Fall Payment Due Sept 3, 2024	Winter Payment Due Jan 6, 2025	Fall + Winter Fees
with Meal Plan (Light)	\$5,868.00	\$5,868.00	\$11,736.00
with Meal Plan (Standard)	\$6,168.00	\$6,168.00	\$12,336.00
with Meal Plan (Plus)	\$6,768.00	\$6,768.00	\$13,536.00
with Taxable Meal Card	\$5,468.00	\$5,468.00	\$10,936.00

#### **Appendix G: Move-Out Process Details**

All collegiate student move outs will be planned in collaboration with the Collegiate Dean's Office. If a Collegiate student wishes to move out early, approval must be obtained from Campus Living and the Collegiate Dean's Office.

Request preferred move-out time from Campus Living.
Residents can select their move out date and time by the assigned deadline. If the resident does not request a specific appointment, an appointment will be assigned between 7 am and noon on the term end date. If the resident is unprepared for the scheduled move-out, late move-out fees may apply.

**Update the deposit refund address on the Portal.** Before moving out, the resident must fill out their "Deposit Refund Address" on the Portal's "Profile" page. Residents who do not update their Refund Address will not be eligible for a deposit refund.

Ensure all your mail follows you to your new address. Use a mail forwarding service (such as Canada Post) when you move or temporarily relocate to a new address.

#### Prepare room and shared spaces for the move-out inspection.

Pack and/or remove all personal belongings from the room (and shared spaces such as fridges, cupboards, and basement storage where applicable). Any personal belongings left behind will be discarded as per section 4.8 Removal of Personal Property.

Thoroughly clean all surfaces of the room (including walls, floors, toilet, etc.). Campus Living will deduct any room cleaning charges from the deposit.



Be present for the scheduled move-out appointment. A staff member will arrive at the room to complete the move-out process with the resident. If the resident is not there or is unprepared, a late move-out fee may apply. In the event you are moving between 11:00 pm and 7:00 am, a staff member will ensure your room is ready for the final inspection after 7:00 am.

During the move out appointment, staff will ensure your room is ready for the final Move Out Inspection conducted by the Facilities Coordinator. Facilities staff will assess damage and associated charges, which are deducted from the resident's deposit refund.

As outlined in section **4.5, Repairs and Alterations**, the use of hooks, tacks, nails, and tape are prohibited. Students will be charged for the removal of these items and the repair walls.

Hand over all applicable keys & cards. Residence room keys, mail keys, and laundry cards must be returned during the moveout appointment. If moving between the hours of 11 pm and 7:00 am, residents may leave their keys on the desk.

Be prepared to leave the room after moving out. Once the move-out is completed, the resident must leave the residence unless approved by Campus Living.

	Student Signature	 Date
Student Number	Room Number	
Custodian Name	Custodian Signature	 Date