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STUDENT HOUSING AGREEMENT

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INTRODUCTION

1.1 Guiding Principles

Housing Life is committed to creating a living environment where every Student feels safe, supported, and included. We foster community growth through intentional programming, opportunities for connection, and shared accountability for upholding community standards.

While diversity strengthens our community, close living can lead to misunderstandings. Clear, shared expectations help prevent conflict and promote respect. Each community will create a Community Agreement with their Housing advisor to guide how members live and interact together. As a community member, you also share responsibility for maintaining a safe and respectful environment by reporting concerns or misconduct that could affect others.

Collectively, we create a positive, inclusive space where everyone can thrive.

1.2 Agreement

This Agreement is a legally binding document between you (the "Student", or "you") and Okanagan College (the "Institution") and its manager, Campus Living Centres (the "Manager") as represented by ("Housing Life and Services" or "we"). It is in place so that expectations are clear and to help reduce misunderstandings between you and the Institution. In executing this Agreement, you understand and agree that you are waiving certain legal rights. It is very important for you to read and understand this Agreement before committing to live in Housing. By carefully reading and adhering to this Agreement, you actively contribute to fostering a secure and harmonious Housing community for yourself, your fellow students, as well as the entire Housing staff. Your cooperation is essential, so please take the time to read it attentively.

ROOM AND TERM

2.1 Housing Room

In consideration of the fees , covenants and agreements herein contained on the part of the Student to be paid, observed, and performed, the Institution hereby grants to the Student, and the Student hereby accepts from the Institution, the Room.

2.2 Term

The Term (Winter Semester) of the Agreement shall begin on the **MOVE-IN DATE – JANUARY 10, 2027** and end on the earlier of:

I. the day following the completion of the Student's last examination of the term, or
II. the **MOVE-OUT DATE – APRIL 29, 2027**, subject to any mutual agreement between the Student and the Institution and/or the Manager which may vary the **MOVE-IN DATE** or **MOVE-OUT DATE** and it shall be further subject to the earlier termination pursuant to any of the terms, covenants, or conditions of this Agreement or pursuant to any applicable laws.

Or; an approved **MOVE-IN DATE** and **MOVE-OUT DATE** applicable to the Student will be set out in the housing acceptance email issued by the Manager.

2.3 Scope

The terms of this Agreement apply to all Students, for the entire duration of their Term as may be renewed, extended, amended, or restated from time to time.

2.4 Acceptance of Room

The Student acknowledges that taking possession of the Room on an "as is" basis and that neither the Institution, the Institution's Broker, nor any of the Institution's agents, has made any oral or written representations or warranties expressed or implied of any kind whatsoever in respect of the Room, including but not limited to the condition, or any other aspect or characteristic of the Room.

2.5 Eligibility to live in Housing

The Student is eligible to live in Housing, subject to availability, if the following conditions have been met:

I. The Student is currently enrolled and maintaining status as a full time student in good standing at the Institution;
II. This Agreement is executed by all parties;
III. Without limiting the generality of the foregoing, all Housing Fees, Additional Fees and any other fees then due and payable are paid in full as required by the Institution or the Manager;
IV. The Student meets any additional conditions to occupancy established by the Institution, including any vaccination conditions. If you choose to or are required to withdraw from the Institution for any reason, including but not limited to academic or health reasons, you will be required to leave Housing. The Manager may verify your enrollment status at any time without express consent from you.

2.6 Housing Move-In/Move-Out

Move-In Procedure: the Student must follow all move-in times, dates and procedures outlined by the Manager. The Student will be notified of the date and time that the Student may move into the Room. If the Student wishes to move-in prior to the scheduled move-in day, the Student may do

so with written permission of the Manager up to a maximum of fourteen (14) days at the Manager's then posted nightly rate (the "Term Extension" rate). All early move-in requests are subject to availability and can be approved or denied at the sole discretion of the Manager. Move-Out Procedure: the Student must follow all move-out times and procedures outlined by the Manager. Before moving out, all refuse and personal property must be removed, and the room must be cleaned and repaired to the point of restoring the suite to its original condition. The Student shall be responsible to pay forthwith to the Manager the cost of any and all charges for additional cleaning required, for removal of personal property, and for any loss, damage, or missing furnishings in the room. Belongings left behind upon Move-Out will be considered abandoned and will be disposed of by the Manager, the Manager shall not be liable to the Student for any loss of property as a result. The Manager accepts no responsibility for the storage or safekeeping of property abandoned in Housing rooms.

2.7 Winter Break

During the December-January winter break (and such other periods when classes at the Institution are not regularly held), no food, custodial services, mail delivery or other Housing services are provided. The Student may, however, occupy their room or an alternate room assigned by the Manager during this period, provided the Student has notified the Manager in writing.

2.8 Permitted Use

The Student shall occupy and use the Room solely for the purpose of Student accommodation during the period in which the Student is enrolled as a full-time student at the Institution (the "Permitted Use"). The Room shall not be used for any other purpose whatsoever. The Student shall not permit occupancy or use of the Room by any person other than the Student, except where prior written authorization has been granted by the Manager. Under no circumstances shall the Room, or any Housing services or facilities—including, without limitation, mailboxes, telephones, internet access, or data connections—be used for business, commercial, or non-Student purposes, as determined by the Manager in their sole and absolute discretion.

2.9 Prohibition On Assignments or Sublet

The Student, directly or indirectly, voluntarily or by operation of law, shall not sell, assign, license, encumber, mortgage, pledge, or otherwise transfer or hypothecate all of any part of the Room, or sublet all or any portion of the Room or permit the Room to be occupied by anyone other than the Student.

2.10 Housing Fee Abatement

If the Room is destroyed or damaged, in whole or in part, and the Institution and/or the Manager repairs or restores the Room pursuant to the provisions of this Agreement, any fees payable during the period of such damage, repair, and/or restoration shall be reduced in proportion to the part or parts of the Room not reasonably capable of use and occupancy by the Student, if any. However, the abatement shall not exceed the lesser of the sum of one (1) year's payment of Housing Fees and Additional Fees. Except for such possible abatement of Fee, the Student shall not be entitled to any compensation, reduction, or reimbursement from the Institution and/or the Manager as a result of any damage, destruction, repair, or restoration of or to the Room.

2.11 Events of Default

The Student shall be in default under this Agreement if any of the following occur and are not remedied within the timeframes provided. A default occurs if the Student fails to pay Housing Fees when due. A default also occurs if the Student fails to perform any other obligation under this Agreement and such failure continues for seven (7) days after written notice from the Manager. If the failure cannot reasonably be remedied within that

period, the Student shall have up to fourteen (14) days to remedy it, provided that corrective action is commenced within the initial seven (7) days.

The Student shall be in default if they vacate, abandon, or are reasonably deemed by the Manager to intend to vacate or abandon the Room for more than five (5) days before the expiry of the Term without prior written consent. The Student shall not, however, be deemed to have abandoned the Room if it is untenantable due to fire, casualty, expropriation, scheduled academic breaks, or the Manager's default.

A default shall also occur if the Student or their agent falsifies or misrepresents any required information or report, effects or attempts a transfer not permitted under this Agreement, or ceases to be enrolled as a full-time student in good academic standing at the Institution during the Term.

2.12 Room Reassignment

The Manager may in its sole and unfettered discretion for any reason, relocate the Student to another room upon 48 hours advance written notice (the "Relocation Notice"). The Student agrees to comply with the terms of any Relocation Notice and to remove and relocate the Student's property to the Room designated in the Relocation Notice.

2.13 Re-Admission to Housing

Eligibility for re-admission to Housing is at the sole discretion of the Manager and is based on several factors, including but not limited to, availability, responsible behaviour, conduct history, or any breach of contract.

2.14 Lost Keys, Lock Outs

The Student will be responsible for the cost of replacing lost keys, including but not limited to, room key, mailbox key, at a cost determined by the Manager, to a maximum of $250.00 per key. If the Student is locked out of the Student's Room, the Student will pay a fee to a maximum of $5.00 and may be provided with a temporary key to be returned immediately after use. Failure to return a temporary key in the time allotted will result in a replacement fee to a maximum of $250.00.

HOUSING FEES

3.1 Payment of Fees

All amounts payable by the Student under this Agreement are payable to **"CLC Okanagan"** and payment must be delivered to the Manager. All amounts payable under this Agreement may be paid by certified cheque, bank draft, money order, debit, or other methods as designated by the Manager. Personal cheques will not be accepted. Academic results may be withheld and/or other academic sanctions are possible for failure to maintain an up-to-date financial account with the Manager.

3.2 Application Fee

An Application Fee is due and re-payable each time the Student submits an application to the Manager for any Housing term, and is detailed on the Website. The Application Fee is due at the time of application submission and is non-refundable.

3.3 Housing Fees

The Student must pay the applicable Housing Fees in accordance with the Rates set out below for the right to occupy a Room during the Term. The Student may also be subject to Additional Fees, including but not limited to fees for extended terms, administrative fees, or any other fees. Any such Additional Fees not expressly noted herein will be identified on the Website and shall still be considered Additional Fees payable under this Agreement.

Summer Semester	
KHB STUDIO	**$4,590.00** payable on or before **April 1, 2026, at 5:00 p.m.**
KHB 2 BDRM	**$4,385.00** payable on or before **April 1, 2026, at 5:00 p.m.**
KHB 4 BDRM	**$3,875.00** payable on or before **April 1, 2026, at 5:00 p.m.**
SKAHA STUDIO	**$4,075.00** payable on or before **April 1, 2026, at 5:00 p.m.**
KHA SKAHA 5 BDRM	**$3,055.00** payable on or before **April 1, 2026, at 5:00 p.m.**
Academic Year	
KHB STUDIO	**$9,180.00** payable on or before **June 1, 2026, at 5:00 p.m.**
KHB 2 BDRM	**$8,770.00** payable on or before **June 1, 2026, at 5:00 p.m.**
KHB 4 BDRM	**$7,750.00** payable on or before **June 1, 2026, at 5:00 p.m.**
SKAHA STUDIO	**$8,150.00** payable on or before **June 1, 2026, at 5:00 p.m.**
KHA SKAHA 5 BDRM	**$6,110.00** payable on or before **June 1, 2026, at 5:00 p.m.**
Winter Semester	
KHB STUDIO	**$4,590.00** payable on or before **November 13, 2026, at 5:00 p.m.**
KHB 2 BDRM	**$4,385.00** payable on or before **November 13, 2026, at 5:00 p.m.**
KHB 4 BDRM	**$3,875.00** payable on or before **November 13, 2026, at 5:00 p.m.**
SKAHA STUDIO	**$4,075.00** payable on or before **November 13, 2026, at 5:00 p.m.**
KHA SKAHA 5 BDRM	**$3,055.00** payable on or before **November 13, 2026, at 5:00 p.m.**

Additional payment schedules are outlined on the https://www.okanagancollege.ca/housing/campus-housing-in-kelowna website.

3.4 Cancellation

Upon the Cancellation or Withdrawal of this Agreement or Housing application by the Student, for any reason, the Student will be charged a prorated amount for the days they occupied the Room, plus a Cancellation Fee effective the date they vacate the Housing room. Applicable Cancellation Fees are detailed below.

SUMMER TERM

- Cancellation or Withdrawal received prior to April 1, 2026: The Student will be charged an amount equal to 5% of the total Housing Fees.
- Cancellation or Withdrawal received after April 1, 2026 but before May 1, 2026: The Student will be charged an amount equal to 15% of the total Housing Fees.
- Cancellation or Withdrawal received after May 1, 2026: The Student will be charged an amount equal to 25% of the total Housing Fees.

ACADEMIC YEAR

- Cancellation or Withdrawal received prior to August 1, 2026: The Student will be charged an amount equal to 5% of the total Housing Fees.
- Cancellation or Withdrawal received after August 1, 2026 but before September 1, 2026: The Student will be charged an amount equal to 15% of the total Housing Fees.
- Cancellation or Withdrawal received after September 1, 2026: The Student will be charged an amount equal to 25% of the total Housing Fees.

WINTER TERM

- Cancellation or Withdrawal received prior to December 1, 2026: The Student will be charged an amount equal to 5% of the total Housing Fees.
- Cancellation or Withdrawal received after December 1, 2026 but before January 1, 2027: The Student will be charged an amount equal to 15% of the total Housing Fees.
- Cancellation or Withdrawal received after January 1, 2027: The Student will be charged an amount equal to 25% of the total Housing Fees.

Refunds will be issued by cheque, within ten (10) weeks of the Student vacating the Room, payable only to the Student and mailed to the permanent address on file. A $50.00 fee may apply if a cheque must be reissued due to the Student not updating their address before vacating or cancelling their application.

3.5 Non – Student Rate

Non-Student Rates. The Housing Fees payable under this Agreement are a special student rate for full-time students of the Institution. If the Student ceases to be a full-time student of the Institution, and wishes to continue to occupy a Room:

I. the Student must deliver a written request to the Manager no later than two (2) business days after ceasing to be a full-time student of the Institution, which the Manager may accept or reject in its sole and unfettered discretion, and

II. if the request is accepted by the Manager, the Student must pay within two (2) business days of receiving notice of that acceptance
   - **(A)** any unpaid Housing Fees (whether or not otherwise due) and
   - **(B)** a supplementary fee equal to the difference between
     - **(1)** the product of the number of days remaining in the Term as of two
     - **(2)** business days after the date on which the Student ceases to be a full-time student of the Institution and the daily conference rate then charged by the Manager for rooms in the Housing, minus (2) the Housing Fees.

3.6 Late Payment/Interest

Any amount payable by the Student under this Agreement which is not paid may be sent to a

third-party collection agency. In lieu of interest charges, the Manager may choose to implement a late payment fee.

Nothing in this Agreement, nor any entry or repossession of the Room by the Manager releases the Student from any liability for the payment in full of all amounts payable under this Agreement for the Term.

3.7 Incidental Fees

Students may incur various Incidental Fees during their stay in Housing. These fees may include, but are not limited to: lockout fees, replacement key charges, room change fees, orientation fees (summer/fall/winter), maintenance and cleaning charges, repair and replacement cost. All Incidental Fees are in addition to the standard Housing Fees and will be charged to the Student's Housing account (the "Account") by the Manager. Additional Fees may be imposed as a behavioral sanction.

Furthermore, any costs associated with damage, cleaning, neglect, or replacement arising from an incident for which the Student is found responsible will result in restitution charges.

3.8 No Waiver of Fees

Nothing in this Agreement, nor any entry or repossession of the Room by the Manager releases the Student from any liability for the payment in full of all amounts payable under this Agreement for the Term.

FACILITIES

4.1 Responsibility for Damages

Within 24 hours of taking possession of the Room, the Student is required to report any damages to the Manager. At all times during the Term, the Student must maintain the Room and its furnishings, fixtures and equipment to the same standard and condition as exists at the time possession of the Room is given to the Student (or if the Manager repairs any damage or deficiency, to the same standard and condition as exists after repairing that damage or deficiency), subject to typical wear and tear. The Student and any other person sharing a Room with the Student are jointly and severally liable for any damage to or deficiency in the Room and its furnishings, fixtures and equipment, other than damage and deficiencies reported to the Manager. The Student must give the Manager prompt written notice of any accidents, damage or malfunctions of any kind to the Room.

4.2 Waste and Nuisance

The Student shall not cause, or knowingly suffer or permit any waste or damage to the Room or Improvements nor permit any overloading of the floors thereof and shall not use or knowingly permit to be used any part of the Room for any dangerous or offensive activity or goods except in the ordinary course of the Permitted Use. The Student shall take every reasonable precaution to protect the Room from risk of damage by fire, water or the elements or any other cause.

4.3 Waste Removal

The Student shall not allow any refuse, garbage, or any loose, objectionable material to accumulate in or about the Room and will at all times keep the Room in a clean and neat condition in accordance with building standard set by the Institution and/or the Manager as the case may be. The Student, at its expense, shall at all times comply with the Institution's and/or the Manager reasonable rules and regulations regarding the separation, removal, storage and disposal of waste for the Room. The Student shall be responsible for all costs of removal of waste from the Room, and all waste from the Room shall be kept in appropriate containers within the Room in compliance with any applicable laws.

4.4 Hazardous Substances

The Student covenants with the Institution that it shall not use or permit or suffer the use of the Room or any part thereof to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce, process or contain any Hazardous Substance except in strict compliance with all Environmental Laws, including, without limitation, the EPA and all other Environmental Laws in respect of environmental, land use, occupation or health and safety matter. In the event the Student fails to comply with any such Environmental Laws, the Institution may, but shall not be obligated to, do such things as necessary to effect such compliance, and all costs and expenses incurred by the Institution in so doing, together with an administration fee charged in the sole discretion of the Manager, shall be payable forthwith by the Student to the Institution as Housing Fees. For the purposes of this agreement, the following terms shall have the following meanings:

"EMA" means "the Environmental Management Act, SBC 2003, as amended from time to time, or any statute which replaces or supersedes the EMA.";

"Environmental Laws" – means any and all applicable laws as now or may at any time hereafter be in effect, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree, or judgment, regulating, relating to, or imposing liability or standards of conduct

concerning protection of the environment or, to the extent relating to exposure to substances that are harmful or detrimental to the environment, or human health or safety, including the EPA, and all other legislation, regulations and applicable orders, decisions or the like rendered by any Authorities relating to any Hazardous Substances; and

"Hazardous Substances" mean those substances that are generally considered hazardous to human health and includes any pollutants, liquid wastes, industrial wastes, hauled liquid wastes, toxic wastes, dangerous or hazardous wastes, materials or substances or contaminants.

4.5 Remedial Action

The Student covenants, if at any time required by the Institution, acting reasonably, or by any governmental or other authority pursuant to any Environmental Laws, to take all remedial action required by Environmental Laws in respect of any Hazardous Substances generated, manufactured, refined, treated, transported, stored, handled, disposed, transferred, produced or processed during the Term in, on, under or about the Room or emanating therefrom, including without limitation, any repairs or replacements to the Room or Improvements in or on the Room. The obligations set out in this Section 4.5 shall survive the expiration or earlier termination of this Agreement.

4.6 Removal

At the expiry or earlier termination of the Term, the Student shall remove, to the extent required by Environmental Laws, any and all Hazardous Substances from the Room which have been brought on to the Room by or on behalf of the Student during the Term or which are present at the Room as a result of the use or occupation of the Room by the Student during the Term.

4.7 Cable Television and Internet Services

The Manager may, at its discretion, provide cable television and internet services to the Student as part of the amenities for the Premises. These services, if provided, are subject to the terms and conditions set forth by the service providers and may be modified, suspended, or terminated by the Manager at any time. The Student agrees to use these services in compliance with all applicable laws, including but not limited to laws related to intellectual property, confidentiality, and trade secrets. The Student shall not use the internet services to engage in any illegal activity, including but not limited to downloading copyrighted material through torrents or accessing illegal websites. The Manager is not responsible for any service interruptions, outages, or performance issues related to the cable television or internet services.

4.8 Manager Access and Repair

The Student acknowledges and agrees that the Manager is entitled, without notice and without the Student being present, to have authorized staff, the Institution's security services, emergency services, or the police enter the Room at all reasonable times under the following conditions:

I. to provide repair and maintenance services as detailed in Section 4.14 and 4.16;
II. to provide routine maintenance;
III. to provide housekeeping services;
IV. to ensure the safety and security of the Student and/or when there is reasonable cause to believe an emergency situation has arisen;
V. when there is reasonable cause to believe that terms of this Agreement and/or the HCLS and/or the law is being violated.

Authorized staff are supplied with uniforms and identification that are visible at all times. Throughout the Term the Manager will inspect,

maintain, repair and replace elements of the Building in order to keep the Building in a good condition and state of repair, complying to the best of their ability with any health, safety and fire standards required by law. This includes, but is not limited to, inspecting and testing fire safety equipment, major appliances, electrical, bathroom fixtures and plumbing.

4.9 Alterations

The Student shall not, without the prior written approval of the Manager, which shall may be unreasonably withheld or delayed, make any Alterations in or to the Room. The lock(s) provided by the Institution are the only locks to be used to secure the door to the Room. No other locks may be installed by the Student and the Student may not change the keying of the lock(s) which are provided.

4.10 Ownership and Removal of Alterations

All Alterations and Improvements placed on or made to the Room by the Student, excluding personal property, furniture, and other movable property not attached to the Building, shall at once become the property of the Institution, and subject to any other provision in this Agreement, upon termination of this Agreement shall be surrendered to the Manager or, at the Manager's option, shall be removed at Student's expense.

4.11 Student Not to Overload Floors or Facilities

The student shall not bring or permit to be brought into any part of the Room, any machinery, equipment, object or thing that by reason of its weight, size or use, might damage or endanger any part of the Room or exceed or overload the capacity of any utility or mechanical facility or service. For clarity and without limiting the generality of the forgoing, this includes the mining of crypto currency and internet bandwidth.

4.12 No Moving of Supplied Furnishings

All furnishings and equipment supplied with the Room shall remain in the room for the duration of the Term. All furnishings, if rearranged, must be returned to their original position found at the commencement of the Term. No Common Area furniture is to be moved into the Room.

4.13 No Removal or Substitution

The Student may not remove, alter or change any property in the Room which is provided on occupancy or at any other time during the Term, including but not limited to: furnishings, fixtures, equipment, television sets, appliances, window screens, floor coverings and any mattress covering. The Student shall use all such items only for their intended purpose.

4.14 Partial Damage to Room

The Student shall notify the Manager in writing immediately upon the occurrence of any damage to the Room. If the Room is only partially damaged, this Agreement shall remain in effect and the Institution and/or the Manager shall repair the damage within one hundred and eighty (180) days from the date upon which the damage occurred. the Institution and/or the Manager shall not be required to make repairs or replacements of any damage to any other fixtures, equipment, personal property, or Improvements of the Student. If the insurance proceeds received by the the Institution and/or the Manager are not sufficient to pay the entire cost of repair, or if the cause of the damage is not covered by the insurance policies, the Institution and/or the Manager may elect either to:

I. Repair the damage within one hundred and eighty (180) days from the date upon which the damage occurred, in which case this Agreement shall remain in full force and effect; or
II. Terminate this Agreement effective as of the date the damage occurred.

III. The Institution and/or the Manager shall notify the Student within ten (10) business days after receipt of notice of the occurrence of the damage whether the Institution and/or the Manager elects to repair the damage or terminate the Agreement. If the the Institution and/or the Manager elects to repair the damage, the Student shall pay the Institution and/or the Manager the deductible amount (if any) under the Institution and/or the Manager's insurance policies, and, if the damage was due to an act or omission of Student, the difference between the actual cost of repair and any insurance proceeds received by the Institution and/or the Manager. If the damage to the Room occurs during the last three (3) months of the initial Term, the Institution and/or the Manager may elect to terminate this Agreement effective as of the date the damage occurred, regardless of the sufficiency of any insurance proceeds. In such event, the Institution and/or the Manager shall not be obligated to repair or restore the Room and the Student shall have no right to continue this Agreement.

4.15 Decorations

The only permitted method of affixing items to walls is the use of non-destructive adhesive products that do not cause damage or leave residue and must be removed by the Student prior to move-out or be subject to removal charges. Spikes, hooks, screws, tacks or nails or any permanent adhesion type tape shall not be put into or on the walls or woodwork, ceilings, furnishings, doors or windows of any part of the Building. The Students may not decorate the outside of the Room door unless for special occasions approved by the Manager. Strings of indoor lights should not be in direct contact with any flammable materials and should not be left on while the Room is unattended.

4.16 Total or Substantial Destruction

If the Room is totally or substantially destroyed by any cause whatsoever, or if the Building is substantially destroyed (even though the Room is not totally or substantially destroyed), to the extent such that in the reasonable opinion of the Institution and/or the Manager architect or engineer that it cannot be repaired or rebuilt, the Institution and/or the Manager shall have the option to terminate this Agreement effective as of the date the destruction occurred or upon receipt of notice of termination regardless of whether the Institution and/or the Manager receives any insurance proceeds. Notwithstanding the foregoing, and regardless of whether or not insurance proceeds are available, if the Room can be rebuilt within one hundred and eighty (180) days after the date of destruction, in the reasonable opinion of the Institution and/or the Manager's architect or engineer, the Institution and/or the Manager may elect to rebuild the Room at the Institution and/or the Manager's own expense, in which case, this Agreement shall remain in full force and effect. If the destruction was caused by an act or omission of the Student, the Student shall pay the Institution and/or the Manager the difference between the actual cost of rebuilding and any insurance proceeds received by the Institution and/or the Manager. In the event that in accordance with this the Institution and/or the Manager is not bound to repair the Room and the Student shall instead deliver up possession of the Room to the Institution and/or the Manager, any Housing Fees or Additional Fees shall be apportioned and paid to the date upon which possession is so delivered up (but subject to any abatement to which the Student may be entitled under this Agreement).

4.17 Pest Control

I. The Student shall immediately notify the Manager upon discovery of any pest within the Room. The Student agrees to cooperate fully with the Manager, other Students, and any pest

control experts to address and resolve any pest control issues that may require coordinated efforts.

II. The Student shall be solely responsible for the prevention of pests within the Room. The Student shall take all necessary measures to prevent infestations within the Room. In the event that the Manager has reasonable grounds to believe that the Student failed to take the steps noted herein, the Manager may, in their sole absolute discretion charge the Student a cost or fee related to any pest remediation.

III. The Manager shall be responsible, at it's own expense, for the prevention, remediation, and control of pests within the Common Areas of the Building. The Manager shall ensure that pest control measures for the Common Areas are carried out regularly and effectively to maintain the overall cleanliness and safety of the Building.

IV. In the event that a qualified pest control expert determines that an infestation within the Room is part of a broader pest control issue affecting multiple units and/or the Common Areas, the Manager shall, at it's own expense, coordinate and implement pest control measures necessary to address the issue on a Building-wide scale. The Manager shall enforce the obligation of other Students to conduct pest control within their respective units if such action is required to remedy the issue.

4.18 Damages to Common Areas

The Student is responsible for taking all actions associated with good citizenship, including reporting information about damages and vandalism, and those allegedly responsible for causing the damage. The Student may be held financially responsible for damage to any part of the Building (interior/exterior common areas) if the Student, or guest of the Student, is found to be directly or indirectly involved in said damage. All charges for damages to common areas in the Building that cannot be traced to those directly responsible will be split equally among the occupants of the building, wing, floor, or section of the Building deemed fair and appropriate by the Manager at it's sole and unfettered discretion.

4.19 Prohibited Items

Only refrigeration appliances supplied with the Room are to be used. No other refrigeration items are to be brought into the Room. In order for appliances to be used in the Building, they must bear a visible serial number and a CSA or UL identification tag. Irons, toaster ovens, coffee makers, electric kettles protected by automatic "shut off" may be used. Appliances found in the Room that do not bear a CSA or UL identification tag will be removed by the Manager at the Student's expense, without liability to the Manager for spoilage or damage to the appliance removed. Without limiting the generality of the foregoing, the following are prohibited:

I. Fire Hazards (including, but not limited to: open coil hot plates, deep fryers, indoor barbeques/ fondues, candles, incense, lava lamps and halogen lamps);

II. Pets (all animals are prohibited outside of approved Service Animals);

III. Alcohol Container Types & Substances (Illegal substances under applicable legislation including but not limited to: the Controlled Drugs and Substances Act, single-serving glass alcohol containers, kegs, 40oz containers and novelty liquor bottles);

IV. Large musical instruments or noise-producing devices (including, but not limited to: subwoofers, PA systems, and the like);

V. Weapons and replica weapons, and any device that is designed for (or could be used for) the purpose to intimidate, threaten, harm, or kill.

GENERAL TERMS AND CONDITIONS

5.1 Compliance with Laws and Policies

The Student shall be solely responsible for complying with all Laws, including without limiting the generality of the foregoing, the Controlled Drugs and Substances Act, the Criminal Code and those laws which regulate the use, distribution and protection of intellectual property together with compliance and adherence to Institution Policies and the community living standards attached hereto as Section 10.

5.2 Acknowledgment of Services and Responsibility of the Manager

The Student acknowledges that neither the Manager nor the Institution stands in loco parentis with respect to the Student. The Building provides living accommodations for independent students who are to be responsible and accountable for their personal needs and their interactions with their fellow Students as opposed to Student care. The Manager is only responsible for the maintenance and operation of the Building. The Student hereby acknowledges and agrees that they are solely responsible for their compliance with / review of such policies, protocols and guidelines (as may be created, amended, revised or restated by the Manager in consultation with the Institution from time to time the "Policies").

5.3 Deliveries and Solicitation

The Manager may control access to the Building for deliveries. The Manager may allow reasonable access to political candidates or their representatives for the purpose of canvassing for support and delivering pamphlets.

5.4 Remedies

Upon the occurrence of any Event of Default set forth in Section 2.11 hereof, the Institution and/or the Manager may, at its option, exercise any and all of the remedies listed below. No such remedy herein or otherwise conferred upon or reserved to the Institution and/or the Manager shall be considered exclusive of any other remedy, but same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law or in equity, and every power and remedy given by the Agreement or at Law to the Institution and/or the Manager may be exercised from time to time and as often as the occasion may rise or may be deemed expedient.

I. Right of Institution/Manager to Cure Defaults. If the Student fails to perform or cause to be performed any of the covenants or obligations of the Student herein within seven (7) days after written notice from the Institution and/or the Manager to do so, the Institution and/or the Manager shall have the right (but shall not be so obligated) to perform or cause to be performed and to do or cause to be done such things as may be necessary or incidental thereto (including without limiting the foregoing, the right to make repairs, installations, erections and expend monies), and all reasonable payments, expenses, charges, fees and disbursements incurred or paid by or on behalf of the Institution and/or the Manager in respect thereof shall be paid by the Student to the Institution and/or the Manager on written demand therefore together with all reasonable legal and administrative costs of the Institution and/or the Manager in respect thereof.

II. The Institution and/or the Manager may Sue for Arrears of Housing Fees and Additional Fees. The Institution and/or the Manager may, if it elects to do so, bring suit for the collection of Housing Fees, Additional Fees and/or any damages and expenses resulting from an Event

of Default without entering into possession of the Room or terminating this Agreement.

III. The Institution and/or the Manager's Right of Re-Entry. Upon the occurrence of an Event of Default, the Institution and/or the Manager may at any time thereafter, without notice to the Student, re-enter the Room or any part thereof and terminate this Agreement and all the rights of the Student thereunder:

(A) The Student shall immediately vacate the Room and the Institution and/or the Manager may remove or cause to be removed from the Room the Student and/or any other occupant or occupants thereof and may remove all property therefrom and sell or dispose of such property as the Institution and/or the Manager considers appropriate without prejudice to the rights of the Institution to recover arrears of Housing Fees or damages incurred by the Institution and/or the Manager;

(B) The Institution and/or the Manager shall be immediately entitled to the payment of:

(1) Housing Fees up to the date of termination together with all reasonable payments, expenses, charges, Additional Fees and disbursements incurred or paid by or on behalf of the Institution and/or the Manager in respect of such termination;

(2) Accelerated Housing Fees for all Housing Fees for the remainder of the term; and

(3) Any damages available under this Agreement or at law.

IV. Right to Sue for Damages. Upon the occurrence of an Event of Default and notwithstanding the termination of the Agreement, the Institution and/or the Manager retains the right to sue the Student for damages for:

(A) All past due Housing Fees and other amounts due to the Institution and/or the Manager up to the date of expiration or termination; plus

(B) Where the Institution and/or the Manager has relet the Room after such termination, the difference between fees provided for herein and the proceeds from any reletting of the Room, payable in monthly installments over the period that would otherwise have constituted the remaining term of this Agreement (including but not limited to all expenses in connection with such reletting including, without limitation, all costs, fees, and expenses of repossession, brokers, advertising, legal fees, court costs, repairing, cleaning, repainting, and remodeling of the Room for reletting on a complete indemnity basis); plus

(C) Where the Institution and/or the Manager has not relet the Room after such termination, the value at the time such termination, of the excess, if any, of the amount of fees and charges equivalent to fees required to be paid under the Agreement for the then unexpired remainder of the Term had it not been terminated, over the then rental value of the Room, as determined by the Institution and/or the Manager, on a present value basis, for the unexpired remainder of the Term; plus

(D) The unamortized portion of the Student allowance, if any; plus

(E) Interest on the aggregate of the foregoing amounts at the Interest Rate.

V. Right to Re-let. Whenever the Institution and/or the Manager becomes entitled to re-enter the Room under any provision of this Agreement, the Institution and/or the Manager in addition to all other rights it may have, shall have the right as agent of the Student to enter the Room and re-let them (for a term or terms shorter or longer than the balance of the Term, granting reasonable concessions in connection therewith) and to receive the fees therefore and to apply any fees derived from re-letting

the Room upon account of the Housing Fees or Additional Fees due and to become due under this Agreement and the Student shall be liable to the Institution and/or the Manager for the deficiency, if any, all without being deemed to have terminated the Agreement.

5.5 Non-Waiver of Defaults

No condoning, excusing or overlooking by the Manager of any Event of Default, breach or non-observance by the Student at any time or times in respect of any covenant, provision or condition herein contained shall operate as a waiver of the Manager's rights hereunder in respect of any continuing or subsequent Event of Default, breach or non-observance, or so as to defeat or affect in any way the rights of the Manager herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Manager, save only an express waiver by the Manager in writing.

5.6 Institution's Rights Cumulative

The Institution may from time to time resort to any or all of the rights and remedies available to it upon the occurrence of an Event of Default, either by any provision of this Agreement or by statute or any Laws, all of which rights and remedies are intended to be cumulative and not alternative, as the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other additional rights and remedies available to the Institution by statute or common law or under any other applicable Laws.

5.7 Force Majeure

Notwithstanding any other provision in this Agreement, in the event that either the Institution and/or the Manager or the Student shall be unable to fulfill or shall be delayed or restricted from the performance of any term or obligation under the Agreement by reason of any Force Majeure Event other than the Student's obligation to pay Housing Fees, Additional Fees or any other monies owed under the Agreement, such party shall, so long and to the extent that any such delay or restriction exists, be relieved from the performance of such obligation and shall be granted a reasonable period of time to perform the obligation once the Force Majeure Event ceases to exist and the other party shall not be entitled to compensation for any resulting loss, damage, inconvenience, nuisance, or discomfort. the Institution and/or the Manager and the Student acknowledge and agree that the provisions of this section do not apply to the Student's obligations to pay Housing Fees, Additional Fees or other monies owed under the Agreement when due.

5.8 Governing Law

This Agreement and all related documents including all schedules attached hereto, and the validity, performance and enforcement of this Agreement and all matters arising out of or relating to this Student Housing Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the province or territory in which the Room is situated and the federal laws of Canada applicable therein.

5.9 Entire Agreement; Amendments and Modifications

This Agreement forms the entire agreement between the parties and no provision hereof shall be altered, waived, amended, or extended, except in writing signed by both parties. The Student affirms that, except as expressly set forth herein, neither the Institution and/or the Manager nor any of its agents has made, nor has the Student relied upon, any representation, warranty, or promise with respect to the Room or any part thereof.

5.10 Waivers

the Institution and/or the Manager shall not be considered to have waived any of the rights,

covenants, or conditions of this Agreement unless evidenced by its written waiver and the waiver of one default or right shall not constitute the waiver of any other. The acceptance of any monies or fees provided in this Agreement shall not be construed to be a waiver of any breach or condition of this Agreement.

5.11 Successors and Assigns

The provisions of this Agreement shall be binding upon and inure to the benefit of the Institution and/or the Manager and Student, respectively, and their respective permitted successors and permitted assigns. The Student agrees to become the Student of the Institution's and/or the Manager's successor in interest under same terms and conditions of its occupancy hereunder.

5.12 Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction provided the overall intention of the Agreement is maintained, as near as possible, as it was prior to the invalidity, illegality, or unenforceable provision.

5.13 Headings

The headings as to the contents of particular paragraphs herein are intended only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the scope of the particular paragraphs to which they refer.

5.14 Registration of Agreement

The Student covenants and agrees with the Institution and/or the Manager that the Student will not register or record this Agreement or any part thereof against the title to the Lands.

5.15 Expropriation

If during the Term, the Room or any part thereof are taken by any lawful power or authority by the right of expropriation the Institution and/or the Manager and the Student shall co-operate so that each may receive the maximum awarded to which it is entitled at Law.

5.16 Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

5.17 Consent to Contact Primary and Secondary Contact

The Student acknowledges and consents to the Institution and/or the Manager contacting the individuals listed as Primary and Secondary Contacts at the Institution's and/or the Manager's sole and unfettered discretion for any reason. The Student agrees to update this information promptly in the event of any changes.

FREEDOM OF INFORMATION

6.1 Freedom of Information

"I consent to the Manager and the Institution collecting and disclosing to each other personal information about me concerning any misconduct or alleged misconduct by me, or any misconduct of others reported or witnessed by me, for the purpose of the Institution and/or the Manager using that personal information to administer their respective rules of conduct and disciplinary proceedings. Such information includes, and is not limited to, my grades in school, my academic status, any alleged misconduct by me, my response to such an allegation, the substance and status of any disciplinary proceedings and the penalty, if any, imposed. Personal information includes, and is not limited to the Institution confirming to the Manager, my status as a full time student, academic status, federal loan status, and provincial loan status for the purpose of room allocation. Personal information also includes, but is not limited to access my official Institution identification number and photograph in order to verify my identity for the facilitation of services and for investigations that are being conducted by the Manager or the Institution." For the purposes of this consent, the Institution and/or the Manager include their officers, employees and security contractors who have a reasonable interest in receiving the personal information.

6.2 Activity Waiver

On an on-going basis, the Institution and/or the Manager arranges a number of social, sporting and other activities for Students, both in the Building and at other on-campus and off-campus locations (individually, an "Activity" and collectively, the "Activities"). Student Activities are optional and designed for fun and community building. Some Activities may have inherent risks associated with participation in them. The Student specifically acknowledges that in the event that the Student elects to participate in any Activity:

I. The Student is warned that participation in the Activity may involve certain inherent risks, including, without limitation, risks of physical injury;
II. The Student has voluntarily elected to participate in the Activity notwithstanding those risks.

The Student acknowledges and assumes all risks of personal injury and all other hazards:

I. Arising from or related in any way to participation in an Activity;
II. Arising or resulting from any cause whatsoever (including risks inherent in the Activity and negligence), and;
III. Whether occurring prior to, during or after the Activity.

The Student agrees that the Institution and/or the Manager and each of their respective officers, directors, shareholders, employees and agents (as applicable) are expressly released and forever discharged by the Student from all claims of any nature or kind whatsoever.

6.3 Waiver

The Student grants permission to the Institution and/or the Manager to use photographs or videotapes taken of the Student in or about the Building for use:

I. in advertising, direct mail, brochures, newsletters and magazines relating to the Institution, the Manager or the Building,
II. in electronic versions of the same publications or on web sites or other electronic form or media relating to the Institution, the Manager or the Building, and;
III. on display boards within the Building or the Institution, all without notification.

The Student waives any right to inspect or approve any finished photograph or videotape or any electronic matter that may be used in conjunction with a photograph or videotape now or in the future and waives any right to royalties or other compensation arising from or related to the use of any such photograph, videotape or electronic matter.

RISK AND RESPONSIBILITY

7.1 Health Emergency

"Health Emergency" - means a situation in which the Institution and/or the Manager determines, based on advice from a medical professional, or a directive, bulletin, notice or other form of communication from a public health authority, that occupants, Students, invitees or contractors working in or on the Premises are or may be exposed to imminent danger from a disease, virus or other biological or physical agents that may be detrimental to human health including, by way of example, severe acute respiratory syndrome (SARS) virus, the 2009 H1N1 flu and the 2019 novel coronavirus disease (COVID-19).

If the Institution and/or the Manager acting in good faith, determines that a Health Emergency exists, the Institution and/or the Manager acting reasonably may amend, supplement or otherwise enforce any existing Health Emergency rules or regulations in existence, may impose additional rules and regulations, and may impose restrictions to mitigate or minimize the effects of the Health Emergency. Without limiting the generality of the foregoing:

I. During a Health Emergency, the Manager shall be entitled to restrict or limit access to the Room to employees of the Building only, and/or prohibit entry by visitors or guests for a reasonable period of time during such event;
II. The Manager shall have the right during a Health Emergency to require the Student to decontaminate all or any part of the Room, failing which the Manager shall be entitled to enter the Room and to do so at the Student's expense. Any steps that the Manager may choose to take are in its sole and unfettered discretion and nothing herein shall obligate the Institution to effect any decontamination;
III. During a Health Emergency, the Manager shall be entitled to impose sanitization requirements and/or implement health precautions consistent with the advice from medical experts or public health officials;
IV. During a Health Emergency, the Manager shall not be in default by reason of any action taken pursuant to its Health Emergency Plan or any other decisions it makes in good faith in response to a Health Emergency;
V. During a Health Emergency, the Manager shall not be liable in contract, tort, or otherwise, for any act or omission in exercising any decisions it makes in good faith in response to a Health Emergency; and
VI. The Manager shall be entitled during a Health Emergency to close all or any part of the Building if it determines that it is not safe to continue to operate the Building or certain parts of the Building.

INSURANCE AND INDEMNIFICATION

8.1 Indemnification re: Environmental Matters by the Student

The Student covenants with the Institution and the Manager that it shall indemnify and save harmless the Institution and/or the Manager and all of its servants, agents, employees, officers, and directors, contractors and persons for whom the Institution is at law responsible, against any and all liabilities, claims, damages, interests, penalties, fines, monetary sanctions, losses, costs and expenses whatsoever, including without limitation costs of professional advisors and consultants and experts in respect of investigation, remedial action and clean-up costs and expenses, arising in any manner whatsoever out of:

I. Any breach by the Student of any provisions of this Agreement or any non-compliance during the Term with any Environmental Laws;
II. Any act or omission of any persons on the Room (other than the Institution and/or the Manager or those for whom the Institution is at law responsible) during the Term or any use or occupancy of or any thing in, on, under or about the Room during the Term, including, without limitation, the generating, manufacturing, refinement, treatment, transportation, storage, handling, disposal, transfer, production or processing of any Hazardous Substance by the Student or any other person (other than the Institution and/or the Manager or those for whom the Institution and/or the Manager is at law responsible) in, on, under or about the Room during the Term, and any nuisance arising therefrom;
III. Any act or omission of the Student or any of its servants, invitees or persons for whom the Student is at law responsible on or about the Room or elsewhere during the Term; or
IV. Any illness, injury or death of persons, or any loss or damage to property, on or about the Room, except to the extent caused by any act or omission of the Institution or those persons for whom the Institution and/or the Manager is at law responsible.

The obligations set out in this shall survive the expiration or earlier termination of this Agreement.

8.2 No Released Person Liability

Except to the extent of any direct (and not indirect or consequential) damage suffered by the Student which was caused by the willful negligence of the Released Person or those for whom the Institution and/or the Manager is at law responsible the Released Person shall not be liable for any damages, direct or indirect, resulting from or contributed to by any interruption or cessation of or failure in the supply of any utilities, services or HVAC. Without limiting the generality of the foregoing, but except for the expressed exception set out above, the Released Person shall not be liable for indirect or consequential damages or damages for personal discomfort or illness of the Student, or any persons permitted by it to be on the Room, by reason of the suspension or non-operation or failure for any period of time of any utilities or HVAC.

8.3 Limitation on the Released Person's Liability

The Released Person shall not be liable for (and is hereby expressly released from) any death or injury arising from or out of any:

I. Occurrence in, upon, at or relating to the Room;
II. Damage to property of the Student or of others located in the Room or elsewhere in the Building; or
III. Any indirect or consequential damages sustained by the Student or others.

Such release and exclusion from liability:

I. Applies to liability arising from all events, conditions, and circumstances of any nature or cause whatsoever, including without limitation, those caused, in whole or in part, by the negligence of the Released Person, its agents, servants or employees or other persons for whom it may in law be responsible; and
II. Does not apply to liability arising out of the willful and deliberate acts and omissions of the Manager and/or the Institution intended to cause damage or injury.

Without limiting the generality of the foregoing, the Released Person shall not be liable for:

I. Any injury or damage to persons or property resulting from fire, explosion, dampness, falling plaster, falling ceiling tile, falling ceiling fixtures (including part or all of the ceiling system) and diffuser coverings;
II. Any injury or damage to persons or property resulting from steam, gas, electricity, water, rain, flood, snow or leaks or from the pipes, sprinklers, appliances, plumbing works, roof, windows or subsurface of any floor or ceiling of the Room or from the street or any other place or by any other cause whatsoever;
III. Any injury or damage caused by or to other occupants of the Room, any occupants of adjacent property thereto, tradesmen, employees, and other invitees to the Room, and the public;
IV. Any injury or damage to persons or property caused by any private construction or by any public or quasi-public works in, on, under or about the Room;
V. Damage or loss of the property of the Student or the property of others stored on the Room at the risk of the Student.

8.4 Student Insurance

The Institution and/or the Manager do not assume any responsibility for personal property that is lost, stolen or damaged from any cause. The Student is strongly encouraged to obtain insurance to protect the Student from the above noted liabilities. The Institution and/or the Manager does not purchase such protection for Student's personal property. The Student must also take positive steps to ensure their safety by locking Room doors, and ensuring that only authorized persons enter their Room, Suite and/or the Building.

8.5 Indemnity

Notwithstanding any other provision of this Agreement, the Student agrees to protect, indemnify and save the Manager, the Institution and their agents, employees and invitees completely harmless from and against any loss, claims, actions, damages, liability and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising out of this Agreement, or any occurrence in, upon or at the Room, or the occupancy or use by the Student of the Room or

any part thereof, or occasioned wholly or in part by any act or omission of the Student or by anyone permitted to be in the Room by the Student (including, without limitation, any subrogation claims by the Student's insurers in respect of any of the foregoing). If the Institution, the Manager or their employees, agents or invitees shall be made a party of any litigation commenced by any third party in respect of any of the foregoing, then the Student shall protect, indemnify and hold the Institution and/or the Manager harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Institution and/or the Manager in connection with such litigation unless the court determines that such liability arose out of the willful and deliberate acts and omissions of the Institution and/or the Manager intended to cause damage or injury. The Student shall also pay all costs, expenses and legal fees that may be incurred or paid by the Institution and/or the Manager in reasonably enforcing the terms, covenants and conditions in this Agreement unless a court of law having jurisdiction shall decide otherwise.

8.6 Liability of Student

The Student is liable for any damage to the Housing structure, fittings, fixtures, finishes, furniture and equipment comprising the Student's Room caused by the Student or their permitted guests, except only if such damage is caused by the proven negligence of the Institution and/or the Manager. The Student is liable for any damage to the Building structure, fittings, finishes, furniture and equipment beyond the confines of the Student's Room should the damage arise from the negligence or willful act of the Student or their permitted guests.

DEFINITIONS

The terms defined in this section shall have the following meanings whenever used in this Agreement:

"Additional Fees" shall mean all monetary obligations, other than Housing Fees, of the Student whether to the Institution or otherwise under the terms of this Agreement, whether or not specified as Additional Fees herein.

"Agreement" means this legally binding Student Housing Agreement as may be amended, restated or extended from time to time.

"Alterations" shall mean any change, alteration, addition, or improvement to the Room.

"Authorities" shall mean any government, governmental agency, board, branch, department or other governmental authority, whether federal, provincial or municipal, having jurisdiction over all or part of the Room or the Parties.

"Building" shall mean the building or buildings including all fixtures, improvements and amenities located on the Lands and also referred to as "the Building" or "the Housing Building".

"Building Standard" means the reasonable standards and practices adhered to and observed from time to time by prudent owners and operators of similar good class student Housing buildings in the vicinity of the Building comparable with the Building and in applying such standards and practices to the Building at any particular time during the Term (and any extension thereof, if applicable) the age of the Building shall be taken into consideration.

"Common Area" shall mean public areas of the Building including but not limited to the corridors, lounges, laundry rooms, stairwells, the exterior of Room doors, parking lots and any other public areas of the Building.

"Force Majeure Event" means any act of God, flood, fire, earthquake, tsunami, explosion, lightning, storm, washout, power shortages, nuclear and radiation activity or fallout, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, sabotage, riot or other civil unrest, government order or law, strike, lockout, or other industrial disturbance, Health Emergency, epidemic, pandemic, quarantine, or any similar events whatsoever not within the reasonable control of the party affected, but only if and to the extent that:

I. Such circumstance cannot be prevented, avoided, remedied, or removed despite the exercise of good faith and reasonable diligence by such party; and
II. Such circumstance materially and adversely affects the ability of the party to perform its obligations under this Agreement but lack of funds on the part of such party shall be deemed not to constitute a Force Majeure Event, and such party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

"HVAC" shall mean the heating, ventilation and air conditioning systems.

"Improvements" means all fixtures, improvements, installations, alterations and additions now or from time to time hereafter made, erected or installed, whether by the Student, the Institution, the Manager or anyone else, in the Room with the exception of and furniture and equipment not of the nature of fixtures, but includes all of the following, whether or not any of the same are in fact the Student's and whether or not they are easily disconnected and moveable: doors, immovable partitions and hardware; mechanical, electrical and utility installations; carpeting, other affixed floor and window

coverings and drapery hardware; decorations; HVAC equipment; lighting fixtures; built-in furniture and built-in furnishings; counters in any way connected to the Room or to any utility services located therein.

"Interest Rate" shall mean the Prime Rate plus three percent (3%) per annum but, in no event, in excess of the maximum permissible interest rate then in effect in Canada.

"Lands" shall mean the lands and Building(s) located at the address municipally known as 880 KLO Rd., Kelowna, BC V1Y 9K9 as more particularly described by the applicable Land Registry Office of British Columbia.

"Laws" shall mean all laws, bylaws, statutes, and ordinances (including building codes and zoning ordinances and regulations), rules, orders, ordinances, rulings, decrees, guidelines, policies, directives, and requirements of all Authorities, whether now or hereafter in force, respecting the use, condition and occupation of the Room and all Improvements, furniture, fixtures, equipment and contents thereof, and which may be applicable to the Room, or any part thereof, including without limitation, any reciprocal easement, covenant, restriction, or other agreement, restriction of easement of record affecting the Room as of the date of this Agreement or subsequent thereto.

"Manager" the individual or entity authorized by the Institution to act on the Institution's behalf in connection with the management, operation, maintenance, and administration of the Room. The Manager has the authority to carry out any duties, responsibilities, and rights as delegated by the Institution under this Agreement, including but not limited to, overseeing day-to-day operations, coordinating repairs and maintenance, and handling communications with the Student.

"Primary Contact" means parents or legal guardians of the Student. The Primary Contact serves as the individual that is contacted by the Manager if concerns or problems arise with the Student.

"Housing Fees" means all amounts payable by the Student under this Agreement for accommodation in the Building(s), including but not limited to room charges, deposits, utilities, and any other applicable fees as set out by the Institution and/or the Manager.

"Room" means the room assigned to each Student from time to time for the duration of this Agreement.

"Student Housing Agreement" shall mean this legally binding document.

"Institution" means the educational institution, college, or university affiliated with the Building and/or with which the Student is enrolled or intends to be enrolled.

"Website" means the official website of the Building or Institution, as may be updated from time to time, where information, notices, policies, and updates are posted.

"Extended Term" means any additional period of occupancy in the Building granted to the Student beyond the original Term of this Agreement, subject to approval by the Manager and payment of applicable Housing Fees.

"Campus" shall mean all real property, buildings, facilities, improvements, and grounds owned, leased, operated, or otherwise controlled by the Institution and designated by the Institution for academic, student, administrative, recreational, or other institutional purposes. Unless expressly excluded in writing, "Campus" shall include adjacent sidewalks, parking areas, landscaped areas, and common spaces appurtenant thereto.

10. APPENDICIES

8.4 Student Insurance (continued)

Students who remain in residence for the full Academic Year or the Winter Semester will be provided with limited property insurance arranged through Marsh Canada Limited. Information regarding this insurance coverage will be sent to the Student by email after the beginning of the applicable semester. The insurance provided is limited and may not cover all losses or the full value of the Student's personal property. The Student is responsible for reviewing the coverage details and determining whether additional personal insurance is required. The Institution and/or the Manager assume no responsibility or liability for loss of or damage to the Student's personal property that is not covered by the insurance policy or that exceeds the limits of the policy.

HCLS HOUSING COMMUNITY LIVING STANDARDS

HOUSING COMMUNITY STAFF: HERE TO SUPPORT YOU

Our dedicated Housing Staff work hard to make your time in the community both positive and supportive. Here's a brief overview of the key team members and their roles in creating a safe, engaging, and enjoyable environment.

COMMUNITY ADVISOR (CA)

Community Advisors are student leaders who offer support and guidance to all students, while also acting as a liaison with the Housing Life Management Team. Each evening, they work to ensure the safety and security of the building by completing regular rounds, and responding to incidents or concerns within the building. If you would like to speak with an CA or have an CA respond to an incident, please call the Front Desk. Community Advisors participate in comprehensive training to have the tools and knowledge to support you, and provide direction or assistance to you for a variety of issues or concerns. You are always welcome to go to an CA if you need someone to talk to.

GENERAL MANAGER (GM)

The General Manager is responsible for the operations of the Housing and oversees all Housing Staff. The Manager is dedicated to ensuring your overall experience in Housing is safe, enjoyable and supports your success in your academic endeavors.

HOUSING LIFE MANAGER (HLM)

Many of the day-to-day activities associated with living in the Housing and the student experience are overseen by the RLM, including supporting the Housing Life Coordinators, community engagement, and overseeing the process associated with the Housing Community Living Standards for addressing harmful and concerning behaviours.

HOUSING LIFE COORDINATOR (HLC)

Housing Life Coordinators are members of the Housing Community and full-time professionals. Housing Life Coordinators guide the Community Advisors as they work to build community while also supporting students living in Housing. They develop programs, support students when addressing conflict, and follow up with concerns shared by the Housing Community.

HOUSING SERVICES SUPERVISOR (HSS)

The Housing Services Supervisor supports Housing's multi-functional operations by working with both Housing Services and Housing Life Team members to ensure a positive Housing experience. The work of the HSS positively contributes to the daily operations and procedures of the Housing Community.

HOUSING SERVICE REPRESENTATIVE (HSR)

The Housing Services Representative is available to assist students in their day-to-day life in Housing. You can go to the HSR for help, to ask a question about Housing or the surrounding area, or just to chat. You can find the HSR in the main lobby at the Front Desk.

INTRODUCTION TO HOUSING COMMUNITY LIVING STANDARDS

As a member of the Community, respect and accountability serves as the foundation for a safe and comfortable space. The Housing Community Living Standards encourages you to take responsibility for your actions to ensure everyone in Housing has a safe and enjoyable experience. The Housing Community Living Standards serve as a guide and an expression by the Housing Life Department of our commitment to ensuring everyone has a positive learning experience in the community.

OUR COMMUNITY VALUES:

YOU HAVE THE RIGHT TO:

- An environment that supports your wellness and academic journey;
- Have your person, property, and views respected;
- Feel safe and secure in Housing;
- Receive fair treatment and have access to an impartial conduct process.

YOU ARE RESPONSIBLE FOR:

- Treating all members of the Housing Community with respect;
- Positively contributing to a community that acknowledges the rights of all students;
- Acting in a responsible and safe manner that does not compromise your own or others health and safety;
- Understand that ignorance, anger, alcohol, or substance abuse are not valid excuses, reasons, or justifications for harmful behaviors;
- Live by the rules set out by the Federal, Provincial and Municipal laws;
- Review the Institution's values, expectations, and contribute positively to the community;
- Read and understand the Student Housing Agreement, the Housing Community Living Standards and any applicable policies your Institution may have;
- Actively checking your mail, voicemail, and email accounts registered with Housing for messages from Housing Life Staff;
- Following all administrative procedures such as guest sign-ins and move-out.

Behaviour, concerns or risks that do not align with these expectations will be addressed.

AUTHORITY:

The Housing Community Living Standards are governed by the under the authority of the Institution. Any behaviour that does not comply with a) these Housing Community Living Standards; b) Institutional policies and regulations; and/or c) Fede l, Provincial, and Municipal laws may result in a member of staff addressing the behaviour.

REQUESTING EXEMPTIONS TO THE RULES:

Also known as accommodations, exceptions or considerations to the Housing Community Living Standards can be made to meet a medical, religious or cultural accommodation requests. If you wish to request an accommodation, or have a question about a policy, please connect with the Housing Life Coordinator or General Manager. It is important to note that accommodations are not guaranteed as the Housing Life Department must consider the potential influence on the surrounding community, as well as any legal obligations.

OUR COMMUNITY LIVING STANDARDS:THE RULES

The Housing Community Living Standards are categorized into seven areas: Alcohol, Cannabis & Drugs, Guests, Respect & Cooperation, Fire Safety, Safety & Security, Dignity & Respect, and Building Care. The behaviours outlined below are examples of what we consider harmful and unacceptable actions within the community. In the event of a discrepancy or gap between definitions in this document and those established by the Institution, the institutional definitions shall take precedence.

ALCOHOL, CANNABIS, OR DRUGS

Any behaviour related to alcohol, cannabis, or illegal drugs threatening the safety or well-being of oneself or others.

ALCOHOL PARAPHERNALIA

Drinking accessories such as funnels, brewing equipment and drinking hats are not permitted in the Housing. In addition, single-serving glass alcohol containers, are also not permitted.

OPEN ALCOHOL

Students of legal age may consume alcohol in private and designated areas only. Alcohol consumption is prohibited in public outdoor areas, front desk areas, lobbies, foyers, elevators, stairwells, hallways, washrooms and common rooms/ lounges. Alcohol must be transported in a closed container.

ALCOHOL CULTURE

Drinking games, including water-pong, and other activities resulting in the rapid or high-volume consumption of alcohol are prohibited in the Housing. Possession or consumption from 'common source' alcohol or large volume alcohol container, such as kegs or Texas mickeys, are not permitted.

UNDERAGE DRINKING

Students must abide by all Federal, Provincial legislation, and Institution policies regarding the legal age of consumption.

UNCONCEALED CANNABIS

The possession of cannabis is restricted to bedrooms and suites. Cannabis is not permitted in front desk areas, lobbies, foyers, elevators, stairwells, hallways, washrooms and common rooms/ lounges. Cannabis must be stored in its original packaging or an air-tight container. The scent of cannabis must not be noticeable.

UNDERAGE CANNABIS POSSESSION/ USE

Students must abide by all Federal, Provincial legislation and College/ University policies including the legal age of consumption. The following is not permitted in the Housing: possessing more than 30g of legally acquired dried cannabis, or the equivalent in oils or edibles.

ILLEGAL SUBSTANCES

Students are prohibited from possessing, using or trafficking drugs in the Housing, as outlined in applicable laws. Possession of drugs in quantities that are deemed to be significant (i.e. not for personal use) or unexplainable by medical documentation is strictly prohibited.

SUSPICION OF ILLEGAL SUBSTANCES

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

GUESTS

A guest is defined as any individual who does not reside in the building, they are currently in. You must sign-in your guests at the front desk before they enter the Housing and ensure your guest signs-out and remain together for the duration of their stay. You are permitted to have up to a maximum of two (2) consecutive overnight guests and no more than ten (10) overnight guests in any one (1) given month. You are responsible for your guest's behaviour whether they participated in, condoned or were aware of that guest's behaviour or not.

RESPECT & COOPERATION

Behaviour that interferes with a student's right to study, sleep, and learn or is a nuisance to the surrounding community.

NOT COOPERATING WITH STAFF

Failing to follow the directions or instructions of Housing Life Staff or Institutional employees who are acting within the scope of their position (e.g. compliance with verbal/written requests, providing proper ID and providing information to staff).

NOISE

An individual's right to reasonable quiet supersedes another's desire to make noise. We ask that you be considerate and mindful of noise levels. At certain times, such as at night or during exam periods, we will ask that you be extra cautious of noise levels to ensure all community members are comfortable.

MASS GATHERINGS

A Mass Gathering is defined as any social gathering over and above the maximum capacity of a room.

PHYSICALLY ACTIVE GAMES OR ACTIVITIES IN HOUSING

Students are not permitted to participate in potentially destructive activities that may cause personal injuries and/or property damage (i.e. sports played indoors, using inline skates, bicycles, skateboards, or hoverboards within the Housing or running in the hallways).

IRRESPONSIBLE BEHAVIOUR

Actions that adversely affect oneself or others, or have the potential to, as a result of not adhering to the HCLS. This includes failing to remove yourself from a situation that in and of itself contravenes the HCLS, or violating a condition from a previous violation (e.g. guest probation).

PRANKS

Initiating, supporting, or participating in pranks that are inappropriate, disruptive, offensive, and/or damaging to property.

FIRE SAFETY

Behaviour which endangers the safety of others (i.e. tampering with a smoke detector, not evacuating during a fire alarm).

FAILURE TO EVACUATE

All students and guests are required to evacuate the building immediately once a fire alarm sounds.

FLAMMABLE MATERIALS

Use or possession of explosive or flammable material is not permitted in the Housing (e.g. candles, fireworks and propane/gasoline tanks).

FIRE SAFETY EQUIPMENT & FIRES

Discharging, tampering with or operating any fire prevention or detection equipment for any purpose other than the control of fire is strictly prohibited. Such equipment includes fire extinguishers, pull stations, alarms and smoke and heat detectors (typically located on the ceilings). Tampering with fire safety equipment or any negligent or intentional fires.

SMOKING

Housing is tobacco and smoke-free. Use of e-cigarettes, vaping, or use of any tobacco products (e.g. chew, dip, shisha, etc.) is not permitted in Housing. We encourage all students to read the policy surrounding smoking on their campus by visiting their Institution's website.

SAFETY & SECURITY

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

DOOR PROPPING & INAPPROPRIATE USE

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

RESTRICTED & UNAUTHORIZED AREAS

Students are not permitted in restricted or unauthorized areas (except in emergencies). For example, students found on a roof, restricted balconies, tunnels, attics, or another student's room without their permission.

UNAUTHORIZED KEY POSSESSION/USE

Students are not permitted to copy, lend or be in the possession of unauthorized keys, fobs, or student IDs.

THEFT

Possession of another person's or Institutional property without permission.

WEAPONS

Firearms or any other weapons or items that are created or intended to cause harm, could be seen as intimidating, or mistaken for a weapon. Examples include, but are not limited to, decorative swords, airsoft guns and paintball guns.

DIGNITY & INTEGRITY

Behaviour that has the potential to or causes bodily harm, interference, fear or intimidation.

CIVILITY

Students must not intimidate, interfere with, threaten or otherwise obstruct any person, including Housing Life Staff.

DISCRIMINATION

Any conduct that results in the adverse treatment of an individual or group based on race, gender, origin, religion, age, sexual orientation, ability or other human right protected grounds.

HATE ACTIVITY

Any comments or actions against a person or group motivated by bias, prejudice or hate based on any individual right or protection (e.g. race, ancestry, religion, sex, age, marital status etc.). This includes but is not limited to, hate crime, hate propaganda, telephone/electronic communications promoting hate, and the display of hate through any notice, poster, sign, symbol or emblem.

HARASSMENT

Any attention or conduct (oral, written, virtual, or physical) by an individual/group who knows or ought to reasonably know that such attention or conduct is unwelcome, unwanted, offensive or intimidating is not permitted. This includes, but is not limited to, bullying, hazing, or racial slurs.

GRAPHIC MATERIALS

Displaying pornographic or graphic material in public areas, common areas, or where it is visible to the community or public.

SEXUAL VIOLENCE

Sexual Violence is any sexual act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, and sexual exploitation.

VIOLENCE

Physical aggression will not be tolerated. Students are strongly encouraged to vacate the premises and call for assistance when encountering violent situations. Physically aggressive behaviour, regardless of the intention, will not be tolerated.

BUILDING CARE

Actions that have the potential to cause damage to a Housing building or compromise services provided by Housing Life Department.

CLEANLINESS STANDARDS

Students are expected to keep their rooms/units and shared living areas clean and at a standard acceptable to Housing Life Department to avoid issues such as pests and irritants to others. Removing garbage in a timely fashion in the proper receptacle and cleaning up after oneself is expected.

EQUIPMENT STORAGE

Students are not to store any personal belongings or room property in common/shared living areas (e.g. bicycles, hockey equipment, musical instruments or items of furniture).

PETS

Pets are not permitted in Housing with the exception of registered Service Animals that have been approved by the General Manager or designate.

POSTERING & DECORATING

Students are permitted to poster/decorate in designated areas.

PROPERTY DAMAGE

Acts of vandalism or altering any part of a physical space are prohibited in the Housing. Students are encouraged to report any accidental or intentional damage to property to a Front Desk.

PROHIBITED ITEMS & USE

Items that are known to cause damage to facilities or increase the risk of harm to others are not permitted. Examples include, but are not limited to, candles/incense, air conditioning units, hoverboards, halogen lamps, strip lights directly affixed to walls, inflatable pools, single-serving glass alcohol containers, etc. Electrical or other cooking appliances (e.g. hot plates, minifridges, deep fryers, or appliances without an automatic shutoff).

REMOVAL OF HOUSING PROPERTY

Removing, unbolting, and/or relocating furniture or other items from lounges, rooms, dining areas and other common living areas is not permitted.

SOLICITATION

Students are not permitted to use any space or service in Housing for commercial purposes (i.e. profit-driven activities, promoting goods or services and/or hosting events which are intended to promote/sell goods).

HOW ARE ISSUES TYPICALLY ADDRESSED AND RESOLVED IN HOUSING?

As a community member, you are encouraged to consider your own role in navigating conflict and considering paths to resolution. When considering next steps, remember Housing Life Staff can help navigate options and assist with finding solutions. In some instances, due to perceived risk or potential for further harm, Housing Life Management may get involved to lead the resolution process.

Confidentiality will remain a priority however information may be shared with the Housing Life Management Team or the Institution to protect the safety of those involved, the community and the Institution.

Some situations are beyond the Housing Community Living Standards and may be referred to the Institution for further review. In this instance, the Housing may work with the Institution to source an outcome, or the Institution may proceed without the Housing.

Outlined below are three (3) options available to you when navigating concerns or conflict;

Option 1: If you have concerns about the behaviour of a fellow community member, you can address the situation on your own. When addressing it on your own, consider the following:

a. Choose a time and place when the conversation can take place calmly, privately, and without too much delay from the precipitating incident,

b. Speak about the impact of the behaviour, focusing on the behaviour and not making a judgment about the person,

c. Acknowledge the viewpoint of the other person,

d.Work together to find agreement on how to resolve the issue through better mutual understanding, and possibly a different pattern of behaviour in the future.

Option 2: If you have determined you cannot address the situation on your own, you can request the support of a Community Advisor (CA). When seeking the support of your CA, consider the following:

a. CAs can help guide you in finding solutions to your concern(s) but are not decision-makers for you,

b. Connecting with a CA will allow them to evaluate the concerns or incident in question and the current needs of everyone involved. During the conversation, the following should be discussed:

I. Any current safety concerns,
II. The impact of the situation on your ability to engage in things like academic studies and community events,
III. How you have responded to the situation so far,
IV. Stresses that may be adding to the situation,
V. Other relevant information and the importance of privacy,
VI. Any thoughts about what you need to resolve the situation.

c. Following the conversation with the CA, they will review your options with you. You may choose to resolve the matter on your own or agree on another way to resolve your concerns.

Option 3: If after attempting to resolve the concerns or incident on your own, and/or after working with a CA, Housing Life Management may get involved and work with everyone involved to lead a resolution process. It is important to note any situation that involves safety and risk concerns and/or complex behaviours may bypass option 1 and 2 as they would not be appropriate, timely, or reasonable to take.

COMPLEX BEHAVIOUR & LIMITS OF SUPPORT

The safety, health, and well-being of our Housing Community is our priority. However, Housing is not intended to serve as a medical or therapeutic environment. In cases where additional resources beyond the Housing support are needed, we will assess if continuing to live in Housing is possible, while continuing to offer referrals to campus and/or community support services as needed.

Complex behavior refers to actions that, while not violating Housing Community Living Standards, are complicated by significant factors that may negatively impact or threaten the well-being of a student or the community.

WHAT IF I RECEIVE A REQUEST FOR A MEETING?

If you receive a request to meet with a staff member it is because we want to better understand what happened during a recent conflict in Housing. We encourage you to attend, or to reschedule it so we can better understand what's happening and the impact it has had on you. Depending upon the incident, Housing Life Staff may meet with other people involved to understand the totality of the incident. As a result, some incidents will require more time than others to review and reach a resolution.

WHAT HAPPENS WHEN WE MEET?

A meeting with Housing Life Staff is typically used to discuss what happened, to find the facts, to review information, and talk about how to move forward and restore the community setting. We meet with all participants involved, including witnesses if relevant and appropriate, to help us decide if anyone was harmed or a policy was breached. During the meeting we will also explain how confidentiality applies to those involved.

WHO WILL I MEET WITH?

In most instances, you will meet with a Housing Life Coordinator to discuss the impact of the situation, and if you feel you have any role or responsibility in what happened. Depending on the significance of the situation, others may be present including a manager or representative from the Institution. In either case, you will be notified of whom will be attending your meeting and be offered the option to bring a support person with you to attend as an observer.

WHAT HAPPENS IF I PLAYED A ROLE IN AN INCIDENT AND AM RESPONSIBLE?

We encourage you to approach these situations with honesty and integrity. We will support you in taking responsibility, learning from the incident, and repairing any harm caused. Our staff will collaborate with you to create a plan that addresses the harm and helps rebuild relationships with those affected, whether individuals or the community.

WHAT HAPPENS IF I CONTINUE TO NEGATIVELY IMPACT THE HOUSING COMMUNITY?

Living in Housing is a privilege that comes with shared responsibilities. While our approach prioritizes education, reflection, and restoration, there are clear limits to what can be supported within a community living environment.

When behaviour continues, escalates, or demonstrates a pattern of negatively impacting others, Housing Life Staff will take progressively more serious action to protect the safety, wellbeing, and functioning of the Housing Community.

PROGRESSIVE AND ESCALATING RESPONSES

Housing Life uses a progressive approach when addressing repeated or ongoing behaviour concerns. This means that:

Repeated incidents, even if individually low-level, may result in more serious outcomes;
Escalation in frequency, intensity, or impact of behaviour will result in stronger interventions;
Failure to meet expectations with previous outcomes, agreements, or expectations may significantly increase the severity of future outcomes.

Outcomes are determined based on:

- The impact on individuals and the community
- The Student's conduct history
- The level of risk or harm involved
- The Student's willingness or ability to change behaviour

WHEN EDUCATION AND SUPPORT ARE NO LONGER SUFFICIENT

If a student's behaviour continues despite education, warnings, restorative agreements, or support referrals, Housing Life Management may determine the student can no longer live successfully in Housing. At this point, outcomes may include, but are not limited to:

- Housing Probation, with strict conditions and loss of privileges
- Temporary Removal from Housing
- Permanent Removal from Housing (Eviction)
- Housing Ineligibility for future terms
- Trespass Notices, where applicable

These outcomes may be imposed even if previous incidents did not result in severe sanctions, where the cumulative impact demonstrates that continued Housing is no longer appropriate.

IMMEDIATE AND SERIOUS ACTION

Some behaviours are so harmful, unsafe, or disruptive that Housing Life Management may bypass progressive steps entirely. In these situations, immediate outcomes; including temporary or permanent removal from Housing, may be applied without prior warnings.

This may occur when behaviour:

- Poses a risk to the safety or wellbeing of others
- Significantly disrupts the community environment
- Demonstrates a lack of capacity or willingness to comply with Housing expectations
- Involves repeated boundary violations or refusal to engage in resolution processes

OUR RESPONSIBILITY TO THE COMMUNITY

Housing Life Staff have a responsibility not only to individual students, but to the entire Housing Community. When the needs of one student consistently conflict with the safety, learning, or wellbeing of others, decisions will prioritize the broader community. While we aim to support learning and growth, continued harmful behaviour will result in increasingly serious consequences, up to and including removal from Housing. Our goal is always to help students succeed, but remaining in Housing requires accountability, change, and respect for the community standards that make shared living possible.

WHAT IF I DON'T THINK I AM RESPONSIBLE FOR ANYTHING?

After reviewing the information available, the Housing Life Staff will make a decision based on the balance of probabilities. This means the staff responsible for making a decision on whether a policy was breached or not, will evaluate if the incident is more likely than not to have occurred. If the staff decide that a policy breach has taken place, they will determine what outcomes (consequences) are appropriate to repair the harms or situation and restore the community. Our hope is you will learn from your choices, work to repair any negative impact, and rebuild trust in the community. In order to accomplish these goals, one or more of the outcomes listed in "Potential Outcomes" may be used. The types of outcomes discussed with you will shift if you continue to be involved in multiple incidents throughout the year.

POTENTIAL OUTCOMES

APOLOGY
An expression of remorse for an action or behaviour that includes a commitment to make amends.

COMMUNICATION RESTRICTION
A status between 2 or more students during which all forms of communication are restricted.

CONFISCATION OF PROPERTY
Items which do not comply with the Housing Community Living Standards may be confiscated and returned when arrangements have been made to permanently remove from Housing or the owner moves out.

EDUCATIONAL OPPORTUNITY
An opportunity to learn, develop, reflect or make amends (e.g. projects, interactive seminar, online workshop or reflective assignment).

FORMAL WARNING
A status to inform students their behaviour or conduct history is unacceptable. If a student has received a formal warning and there is subsequent behaviour contrary to the Housing Community Living Standards, the student may be placed on probation.

LOSS OF PRIVILEGES
Specific privileges may be suspended or revoked for a given time period (i.e. access to lounges, hosting a guest). A loss of privilege may also be associated with a probation period in which any subsequent incidents or breach of restricted privileges may result in further action.

REFERRAL
A recommendation to attend, participate, or complete a service or training.

REMOVAL FROM HOUSING
The termination of a student's Housing Agreement (contract) requiring them to vacate the Housing by a specific date or immediately, if deemed necessary by Housing Life Management.

HOUSING INELIGIBILITY
When a student is no longer permitted to reside in Housing at a future point in time.

HOUSING PROBATION
A more serious status typically imposed for one or more semesters. During the probation period, privileges (e.g. common space use, guests, etc.) may be lost and any subsequent violations may result in further action, including Eviction or additional sanctions.

RESTITUTION & COMMUNITY BILLING
A monetary reimbursement for actual damages or loss to the Housing.

RESTORATIVE AGREEMENT
An agreement made with a student to outline specific goals or expectations as a means to repair harm and rebuild trust.

TEMPORARY REMOVAL
A period of time where a student is temporarily prohibited from residing in Housing. During this time a student is responsible for the full cost of their Housing space and is restricted from entering the Housing.

TRANSFER
When a student is required to relocate to an alternative Housing or room (any additional room costs will be applied).

TRESPASS NOTICE
A student is banned from Housing and spaces directly affiliated, including adjacent outdoor spaces.

DOCUMENTATION

Whenever a member of the Housing Life Staff is approached to support a conflict or has identified a concerning behaviour, a written report is submitted to Housing Life Management. Reports are most often a brief written record called an Incident Report (IR).

INCIDENT REPORT

An Incident Report (IR) is a type of documentation used by Housing Life Staff when an alleged violation of the HCLS occurs. When the HCLS is suspected to be violated, Housing Life Staff will document the facts in an IR and connect with you to schedule a meeting to discuss. An IR typically will include:

a. A description of the incident(s),
b. An overview of the timeline from the precipitating incident to the conclusion of the process,
c. A description of any outcomes,

While confidentiality and your privacy are of top concern, other documents such as video surveillance, door access logs, and public social media posts may be included as part of the information gathering process.

WHY YOUR OPINION MATTERS

It is important you have the opportunity to have a voice in the conduct process and feel heard. We encourage all students to attend meetings about their behaviour. However, if you choose not to share your perspective then a decision will be made about your involvement and potential outcomes without your input.

INTERIM MEASURES

When a situation raises concerns about the health and safety of an individual or the community, temporary actions may be taken as an interim solution. These measures can be implemented at any stage of the fact-finding and adjudication process but do not imply a determination of any policy violation. Housing staff may periodically review these measures to ensure they remain necessary and fit the specific circumstances.

APPEALS

If you have been found in violation of the Housing Community Living Standards, and you disagree with the finding, you have the right to appeal. Your appeal must be submitted within five (5) business days of receiving the decision letter. Appeals must be based on the appeal grounds noted below and include an appeal statement and original outcome letter/agreement when submitted.

Bias: You think the outcome is unreasonable given the behaviour involved;
Procedural Fairness: You think the Decision-maker did not comply with the Principles of Natural Justice and Procedural Fairness, which may have affected the decision;
New information: You have new information that was unavailable at the time of the original decision.

Once submitted, the appeal will go to the Housing Life Manager, Coordinator or Designate for review who will determine whether you have provided sufficient information based on the grounds above. The Manager/ Coordinator or Designate may request to meet with you so they can gather more information. If your appeal moves forward, it will then be heard by member(s) of the Housing Life Management Team who will decide the outcome of the appeal. Further information about the appeal process is available on the Housing website.