



# Loyalist College RESIDENCE HANDBOOK



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## Introduction

The Loyalist College Residence Handbook is designed as a guide for Residence staff and students. This material is essential to know. It is recommended that you read the handbook carefully before signing the Residence Agreement between the College and Residents. All policies denoted within this handbook were developed with the input of the Student Residence Council and were designed to protect the rights of residents and to provide an environment which promotes intellectual and social growth. Residence life has much to offer every student, but we also recognize the fact that this type of accommodation does not suit everyone. Residence is a shared accommodation which requires co-operation and some compromise. Please read this handbook thoroughly before signing the contract and committing to Residence.

## Move-In Procedure

### Key Distribution

Keys will be available for all residents on the specified move-in date and may be picked up in the Residence Office. Any keys not picked up on the specified move-in date may be acquired from the Residence Office during regular office hours (8:30 am – 4:30 pm) or, if arrangements are made with the Residence Office, from the Residence staff after these hours. There is a \$10 replacement charge for any lost key cards and a \$20 replacement charge for any misplaced keys. One mail key is distributed to each apartment and is therefore the responsibility of each apartment member. There is a \$50 replacement charge for misplaced mail keys.

If at any time you are locked out of your apartment, Residence staff and Security have master keys and can let you into your apartment. If you require a keycard replacement, the Residence Office staff are able to provide this for you. If you require a key replacement, please visit Residence Commons and Residence staff will assist you.

### Residence Fees

Students are expected to pay Residence fees according to the schedules and procedures set by the College. The College reserves the right to withhold the marks and/or diploma of residents until they have paid all outstanding accounts.

### Orientation Activities

These activities are a great opportunity to meet new people during the first week of school. All Residence students are encouraged to participate in these activities although participation is strictly on a voluntary basis.

### The Residences

The Residences are divided into two separate sections; the apartment-style Residence, and the upper-year townhouse-style Residence.

The apartment-style Residence consists of five buildings accommodating 476 students and is situated in a wooded country setting. Our five co-ed buildings, Morton, Reilly and McFarlane Halls, and Buildings 'D' and 'E', are all designed with apartments containing a kitchen, dining area, living room, two bathrooms and six bedrooms. Students have their own private and carpeted bedroom furnished with a twin captain's bed, desk, chair, bookshelf, dresser, cork board and night-table. Each kitchen and dining area is equipped with a fridge, stove, microwave, dishwasher, dining table, chairs, loveseat and coffee table. There are two barrier-free (special needs) units available in Reilly Hall, and one barrier-free unit is available in each of Morton and McFarlane Halls.

There is a cable jack in each room. All rooms in Residence are non-smoking, including vaping or the use of e-cigarettes.

The townhouse-style Residence consists of four buildings accommodating 104 students, and are available for our upper-year students. They are located behind the Lennox-Addington wing of the Kente building. Similar to our existing Residence buildings, each unit in the townhouse-style Residence has a kitchen, dining/living area and two bathrooms. Each unit accommodates four students, with each bedroom being furnished with a double bed, dresser, nightstand, study desk and chair. Each kitchen and dining/ living area comes equipped with a fridge, stove, dishwasher, flat panel TV, couches, coffee table, dining chairs, washer and dryer.

### Residence Commons Building

The Residence Commons building is available for Residence students. It has laundry facilities, a computer lab with printing abilities, a small food service operation and seating area, a TV area, meeting rooms, storage

areas, and the Residence and Security Offices. The food service area is open during the evening hours, with more specific hours being provided by the on-campus food service provider once the extent of its use is determined. All other areas are open 24 hours.

### Residence Office

The Residence Office is located near the front entrance of the Residence Commons building and can be reached by calling 613-969-1913, extension 2102, 2103 or 2104.

The office is open Monday through Friday, from 8:30 am until 6 pm. All Residence students are encouraged to contact the Residence Office during these hours to make an appointment if they have any problems in Residence. The Residence staff are open to ideas and suggestions from students concerning Residence life and we welcome your visit.

## Residence Staff

### Residence Manager

The Residence Manager is responsible for the overall operation of Residence. Their main concern is to provide a living atmosphere which promotes a balance of academic and social pursuits. They are available in the Residence Office during regular office hours or can be reached by calling 613-969-1913, extension 2102. When residents are requested by the Manager or by other Residence staff to see the Manager, they must do so immediately. A \$25 fine is levied to individuals not following this procedure.

### Residence Coordinator

The Residence Coordinator is responsible for on-going planning, development, and evaluation of all aspects of Residence life. They are also involved in improving the Residence community through the coordination of

programming and liaising with the Residence students and staff, and other campus and community resources; intervening in emergency or crisis situations; and coordinating the delivery of Residence life services to residents.

Residence occupancy terminates on April 27, 2019. If housing is required beyond this termination date, as noted in the Residence Agreement, please advise the Residence Coordinator. Rental charges will be based upon current weekly rates from May to August. There is usually sufficient vacant accommodation available to allow summer students to move into Residence. Given our conference and maintenance schedule, it is probable that rooms will be re-assigned. Depending upon the arrival date for regular students, early termination may be necessary.

### Residence Inspections & Programming

The Residence Programmer is responsible for organizing and implementing the Residence events for the students in residence as well as performing bi-weekly inspections of the Residences. They work very closely with the Residence Assistants and are responsible for various administrative duties. Their hours occur during the afternoon to evenings which allow them to be readily available to help students with their day-to-day needs.

### Resident Assistants (RA's)

RA's are spread amongst Residence and are available to support students in a variety of ways. RA's can help refer students to internal and external resources to assist with finance, health, academic support or social support. All Residence staff are employed to assist in the provision of a safe, secure and comfortable living environment. As such, the staff work with the Residence students to enforce policies and norms and educate residents in the process. Rules and regulations pertaining to the usage of the College Residence and the conduct of its occupants are formulated by the College administration in consultation with the Student Residence Council. The College will consult with the Student Residence Council on all major questions related to accommodation before rendering a decision on the matter. The Residence Council is comprised of the Resident Assistants and Residence Floor Reps. The Resident Assistants have attended a variety of seminars on such topics as peer counselling, stress management, First Aid, CPR, Mental Health First Aid, and alcohol and substance abuse, and are available for consultation for all Residence students.

### Floor Reps

Floor Reps will be on opposite floors as the Residence Assistants and they will be the voice for their floor at Residence Council meetings and will help direct any concerns on their floor to their corresponding Residence Assistant or to the Residence Office.

## Residence Facilities & Services

### Laundry Facilities

Laundry card operated washers and dryers are located in a designated laundry area in the Residence Commons building. Students have 24-hour access to these facilities.

### Outside Facilities

Residence has many outside facilities for your personal enjoyment during your stay in Residence. We have a partially fenced-in sports pad with basketball hoops, bicycle sheds, a beach volleyball court and an outdoor sheltered patio with barbeques and picnic tables.

### Postal Service

Mail is delivered weekday mornings to the Residence Office. It is then sorted and placed in the mailboxes located outside the office area. The mailboxes are accessible by the use of a mailbox key which is issued shortly after moving into Residence. There is only one mailbox key issued per apartment and townhouse and it becomes the responsibility of all the residents of that apartment. A \$50 fee will be charged for each lost mailbox key. Requests for replacement keys must be made through the Residence Office (Residence Commons).

Outgoing mail may be sent out through the outgoing mailbox located in the Residence Commons building. Any incoming mail should be addressed to residents in the following way:

Resident's Name  
284A Wallbridge-Loyalist Rd.  
Loyalist College Residence  
Building name, Apartment number  
Belleville, Ontario K8N 5E2

Any parcels being sent to the resident should include the street address of 284A Wallbridge-Loyalist Road. For the upper-year townhouse Residence, include the street address of 284C Wallbridge-Loyalist Road.

### Repairs

If you require repair service of any kind (heating, electrical, plumbing, etc.) you must not attempt to fix it yourself. Please fill out a Residence Maintenance Request through the myLoyalist portal. Work requests will be prioritized and completed in a timely manner by an appropriate member of our College facilities department.

### Cable Television Service

Each bedroom is pre-wired with a cable television jack. Connection of cable service must be arranged by the resident through the local cable company. Cogeco Cable is located on Front Street South, downtown Belleville. This service is negotiated between the company and each individual resident. Hence, all accounts are the responsibility of the student. All outstanding charges and repairs will not be covered by the College. Be sure to give your complete mailing address as explained in this handbook to the appropriate companies as this information cannot be given out by the College.

## College Facilities & Services

The Loyalist College Residence village is only a three-minute walk from our main building which offers many great facilities and services to our students. These facilities and services are available during normal College hours. For a list of all the College resources available to Loyalist students, please visit the Loyalist College website at [loyalistcollege.com](http://loyalistcollege.com).

### Safety and Security

It is important to ensure the safety and security of students within the Residence at all times. For this reason, residents must not leave their doors unlocked (apartment or room), prop doors open, or assist the entry of unescorted non-residents into the buildings. The maximum number of people permitted in an apartment at any given time will be at the discretion of the Residence staff and/or Security. Students not living in a specified apartment may be requested to leave that apartment if the number of individuals in the apartment poses a safety concern or contravenes noise policies. Students are not permitted to lend keys and key cards or make copies. Fines will be levied if apartment or building doors are propped open or if students lend out their key or key card.





On campus, as anywhere, students should not walk alone at night and should travel along well-lit routes. Security guards are available to escort students to different locations on campus.

At the discretion of the Residence staff, the emergency contact person listed on the Residence Application Form may be contacted in cases of physical or mental health emergency. Please ensure that the emergency contact information listed on the Application Form is up to date.

## Residence Policies

### Alcohol Policy

Underage drinking is not condoned in Residence. Those students who are not of legal drinking age and are caught drinking in Residence or on Residence property will be fined and/or evicted from Residence. Fines range from \$50 for a first offence to \$200 or eviction for a subsequent offence. Fines for alcohol found in the alcohol-free building will be the same as those for underage drinking.

For security and safety reasons, and to adhere to the provincial liquor regulations, alcoholic beverages are not permitted outside of the Residence buildings.

Any resident in possession of alcoholic beverages in these areas will be fined. As residents are accountable for their guests, residents will be fined if their guest is in violation. It would therefore be an advantage for students to inform their guests of this policy. Alcohol bottles and cases should not pile up in your apartment or be stacked as this is considered a fire hazard.

No person shall possess or use a common source of alcohol, i.e. kegs, alcoholic punch, Texas mickey, etc., nor shall any person participate in any event where a common source is present. To help promote responsible drinking, beer funnels, or any similar contraption used as an aid in speeding up alcohol consumption, is prohibited in Residence. Any type of drinking game is also prohibited in Residence. If a party occurs on Residence premises, residents should be aware of the consequences to themselves and their guests if your party becomes large and unruly. The police may lay charges for any violations of the Liquor Licence Act or noise which contravenes the noise bylaw of Belleville.

Alcohol may only be consumed in private rooms and apartments. Alcoholic beverages cannot be consumed outside of the Residence buildings, in the parking lots, or in hallways and/or stairwells. Alcohol in their original containers or open alcohol in plastic cups may

be transported from apartment to apartment within the same building. All provincial liquor regulations concerning the sale and consumption of alcohol will be enforced at Loyalist College. (The term intoxicated is not legally defined, therefore it will be left up to the interpretation of Residence staff or designate.) Residents are obligated to adhere to all aspects of the Ontario Liquor Licence Act. This includes, but is not necessarily limited to:

### Section 5:

1. No person shall keep for sale, offer for sale or sell liquor except under the authority of a licence or permit to sell liquor or under the authority of a manufacturer's licence.
2. No person shall canvass, receive or solicit orders for the sale of liquor unless the person is the holder of a licence or permit to sell liquor or unless the person is a holder of a licence to represent a manufacturer.
3. No person shall deliver liquor for a fee except under the authority of a licence to deliver liquor.

### Section 11:

2. No person shall directly or indirectly act as or purport to be an agent or representative of a manufacturer in respect of the sale of liquor or canvass for, receive, take or solicit an order for the sale of liquor by a manufacturer unless the person is the holder of a licence to represent that manufacturer.

### Section 27:

No person shall purchase liquor except from a government store or from a person authorized by licence or permit to sell liquor.

### Section 29:

No person shall sell or supply liquor or permit liquor to be sold or supplied to any person who is or appears to be intoxicated.

### Section 30:

1. No person shall knowingly sell or supply liquor to a person under nineteen years of age.
2. No person shall sell or supply liquor to a person who appears to be under nineteen years of age.
8. No person under nineteen years of age shall have, consume, attempt to purchase, purchase or otherwise obtain liquor.
10. No person under nineteen years of age shall enter or remain on premises in which the sale of liquor is authorized if the person knows that a condition of the licence or permit for the premises prohibits the entry of persons under nineteen years of age.

12. No person shall present as evidence of his or her age any documentation other than documentation that was lawfully issued to him or her.

### Section 39:

The following rules apply if a person, agent or employee of a person sells liquor to or for a person whose condition is such that the consumption of liquor would apparently intoxicate the person or increase the person's intoxication so that he or she would be in danger of causing injury to himself or herself, or injury or damage to another person or the property of another person:

2. If the person to or for whom the liquor is sold causes injury or damage to another person or the property of another person while so intoxicated, the other person is entitled to recover an amount as compensation for the injury or damage from the person who or whose employee or agent sold the liquor.

### Section 47:

1. If liquor is found by a police officer under circumstances where the liquor constitutes evidence necessary to prove a contravention of this Act, or if an offence appears to have been committed under this Act, and a police officer, on reasonable grounds, in view of the offence apparently committed and the presence of liquor, believes that a further offence is likely to be committed, the police officer may seize and take away the liquor and the packages in which it is kept.

### Section 61:

33. An individual who is convicted of an offence under this Act is liable to a fine of not more than \$25,000 or to imprisonment for a term of not more than one year or both.

### Smoking in Residence

All Residence buildings are non-smoking. Smoking is permitted a minimum of nine metres away from the entry of each Residence building. This includes vaping.

Smoking of any cannabis products is strictly prohibited on Loyalist College property including designated smoking areas. Students who can demonstrate proof of a legitimate medical cannabis prescription provided by a licensed physician must register with the Director of Student Success.

### Noise Policy

Noise which disturbs other residents is not permitted. Upon request, the resident must reduce the noise and keep it from disturbing others. In addition to other sanctions, the resident may be required to remove stereos, instruments or other amplified equipment from his/her room or apartment. Quiet hours are in effect Sunday through to Wednesday from 9 pm to 10 am, Thursday from 10 pm to 10 am and on Friday and Saturday from 1:30 am to 10 am. If a resident has a noise complaint, they should first speak to the offending party. If the problem persists, please contact the Security Guard at 613-813-0157, 613-813-0176 or at 613-969-1913, ext. 2148, or a Resident Assistant.

### Quiet Building Noise Policy

There will be buildings, or floors, designated as a quiet building (or floors). Quiet hours for this building are from 7 to 12 pm. Sunday to Thursday and from 12 am to 10 am Friday and Saturday. In this building, TVs and stereos are to be no louder than audible within the bedroom only. Anyone who violates this building policy will receive a warning first, a minimum \$50 fine for the second offence and will be moved to another building on the third violation. If there is no space available, that student will face a \$300 fine.

### Social Media Policy

All students are expected to adhere to the Loyalist College Social Media Policy. A copy of the policy is available at the Residence Office.

### Guest Policy

Guests are permitted during the day, only with unanimous apartment members' approval. Overnight guests (guests staying after quiet hours begin) are not permitted unless they have unanimous apartment members' signed approval AND signed authorization from the Residence Office twenty-four hours in advance (except in cases of emergency). This would be obtained by filing an Overnight Guest Registration Form which is available in the Residence Office. Guests may only stay overnight in their host's room and may not sleep in designated common areas. Residents are responsible at all times for the behaviour of their guests and they are expected to follow the rules and regulations of Residence. There will be only one overnight guest per resident permitted.

The duration of any guest's stay may not exceed three consecutive days in Residence and not more than five

days in a three-week period, no matter who the host resident is.

### Room Entry Policy

The College is respectful of and committed to the protection of the student's right to privacy. The College also takes responsibility to insure the welfare of people on campus, the educational and service functions of the College, and the property of the College receive adequate attention and protection. To these ends, the Room Entry Policy is established.

### Room Entry

The College reserves the right to enter rooms at any time in cases of emergencies, or to inspect rooms/suites upon notice to the student. The period of notice is to be determined at the discretion of the Residence Manager. Residence/Security staff reserve the right to enter rooms/apartments from time to time to perform maintenance and installation functions. Whenever possible, 24 hours' notice of such entry will be given to the residents. Any request made by a resident regarding a specific problem will be deemed as a request to enter your room to rectify the situation. Residence and/or Security staff, or local police authorities, may also enter a student's room and/or apartment if there is strong reason to believe there is a violation of Residence rules and regulations being committed. Any items found during a search that are in breach of a Residence rule will be confiscated. All items confiscated will be held in the Residence Commons building for up to seven days unless other arrangements have been made. Cannabis is prohibited in Residence and on Loyalist College property. Cannabis, cannabis products, and cannabis paraphernalia will be seized and destroyed. If there is strong reason to believe that the occupant of a room is in possession of items that violate major Residence rules (i.e. illegal drugs, weapons), Residence and/or Security staff or local police authorities will have the right to search all areas of an occupant's room or apartment (including, but not limited to, drawers, closets, backpacks/bags, etc.) in an attempt to locate the illegal items. Any illegal items (drugs, drug paraphernalia, weapons) will be destroyed or handed over to the local police authorities.

If a complaint is filed by another resident regarding noise, the staff will first knock on the apartment door in question. If occupant(s) refuse to answer, then staff have the authority to identify themselves and enter using the master key/card. Residence staff may also enter a student's apartment/room if the student is not



present, to eliminate disruptive noise from electrical sound equipment which may violate an individual's right to sleep, study, read, etc. Staff may enter to close windows left open which could result in uncomfortable temperatures for roommates and weather damage to rooms. We will not permit anyone to access your room at any time, unless a written and signed request, or a verbal request has been made by you, and this request must be approved by the Residence Manager.

### Physical Maintenance

For purposes of safety, sanitation and general upkeep, the College reserves the right to enter a student's room at any time during the working day for maintenance. A cleaning service will be provided that will include the cleaning of common areas and the cleaning of bathrooms in each apartment. This service will take place once a week at designated times. Maintenance staff may enter a student's room to make building repairs, whether a resident is present or not. In cases of emergency, Residence rooms may be entered in the presence or absence of the room's occupants at times other than regular working hours.

Between school terms, Residence rooms are exclusively under the control of the College Residence Office, and not of the occupants, even though they plan to return the following term. During these periods, the College reserves the right to inspect, maintain and make repairs in the Residence rooms. Further, the College reserves the right to replace damaged or obsolete furniture

and to remove from the room, without the resident's permission, objects or materials which constitute a safety or sanitation hazard, or property of the College, at any time.

Between terms when Maintenance staff are inspecting, cleaning and repairing rooms, the College shall exercise reasonable care with respect to protection against the loss or theft of personal equipment belonging to the student. Beyond exercising reasonable care, however, the College cannot assume responsibility for items of a personal nature that are damaged, lost or stolen.

### Inspection Policy

To ensure that health and safety standards are maintained, the Residence Manager, Residence Coordinator, Residence Programming Assistant, and Residence Assistants will conduct apartment inspections. A room inspection will be conducted periodically. The Residence staff will not enter your room without prior notification, or unless under the terms of room entry policy.

Inspections include:

1. Smoke detectors/door closures (fire regulations)
2. Cleanliness and health conditions
3. Obstructions in the hallways
4. Damages

If the Residence staff find the inspected suite in unsafe, unclean or unhealthy condition, fines may be assigned against each apartment or room occupant.

### Residence Caution/Key Deposit

Residents must be prepared to submit a \$500 Residence caution fee/key deposit (as set out in the Residence Fee schedule). The deposit secures a place in Residence for the student until the academic year begins. Of this deposit, notification of withdrawal from Residence at any time prior to one week before the move-in day will result in a \$150 administration charge. No refund will be assessed until the Residence Office has been notified in writing of the cancellation. Any withdrawal within one week prior to the move-in date or during the school year will result in a forfeiture of the \$500 caution/key deposit.

The \$500 damage deposit will be applied to any unpaid fees that are owed to the College upon the student's withdrawal.

### Cooking in Residence

Cooking in individual rooms is prohibited under the Fire Code of the Province of Ontario. Common kitchen facilities are available in every Residence apartment. Cooking and eating utensils must be provided by the residents. Each kitchen and dining area is equipped with a fridge, stove, microwave, dishwasher, dining table and appropriate seating. Kitchen cleanliness is required under the Health Code and residents are expected to maintain the kitchen in an orderly state.

### Advertising in Residence

Residence bulletin boards located in the hallways are for the sole use of the Residence Office and the Residence Council. Any material which is posted anywhere within Residence buildings must first be approved by the Residence Office. Any item which is posted without the consent of the Residence Office will be removed and offenders may face disciplinary action by the Residence Manager. This also includes but is not limited to advertising using social networking services (i.e. Facebook, Twitter, etc.).

### Bicycles in Residence

The College provides two outside bicycle sheds with racks near Residence. Bicycles not parked in a bicycle rack may be impounded. Students should secure their bicycles with strong chains and locks. Bicycles parked in entrances, stairways, or in apartments will be impounded. A locked bike shed is available to students on a first-come, first-served basis. Access to the locked bike shed will be available to only those individuals

with a key. A \$10 deposit must be paid to obtain a key and will be returned to the student upon the key being returned to the office.

### Motor-Driven Vehicles

No one may bring a motorbike, mini-bike, motorcycle, or any other motor-driven vehicle into a Residence building or any of the Residence bike sheds. Security staff will remove and impound any vehicle found in violation of this regulation. Also, no motor vehicle may be driven on the pathways connecting the Residences and will be fined accordingly if this occurs.

### Service Animals in Residence

Any resident that is deemed to require a service animal must notify the Residence Office prior to bringing the animal on campus. Proper documentation is required to be on file in the Residence Office before a service animal is permitted in any Residence building.

### Damages

Residents are responsible for all damages or losses that they or their guest cause to the interior and/or exterior of the Residences and/or to the premises that they occupy, e.g. room, shared quarters in the apartment, and/or the public areas. During move-in, residents will receive a Room Inspection Report. If this report is not received, it is important to contact the Residence Manager. Residents must advise the College on the Room Inspection Report of any damages, deficiencies or other problems regarding the condition of rooms and of shared quarters, no later than 48-hours after taking possession of the premises. It is the resident's responsibility to see that a Room Inspection Report is completed and received by the College within the above mentioned 48-hour period. If a Room Inspection Report is not received by the Residence Manager, the resident(s) will be held responsible for all damages to their room(s) at the end of the year, as well as any extra cleaning charges. For damages, deficiencies or other problems discovered in shared living quarters, each resident shall pay his or her portion of the costs of repair. This portion shall be calculated as the percentage of the floor space occupied by the resident unless the resident responsible for the damage, deficiency or other problem can be determined by the College. Damages not reported to a Residence staff person within a 24-hour period will be deemed as malicious and the person(s) responsible will be levied a fine in conjunction with paying for the cost of repairs.

### Room and Roommate Changes

Room change request forms are available in the Residence Office. Requests will be granted wherever possible. In the event of a roommate conflict, the problem should first be reported to the Resident Assistant of the floor. If no resolution can be found to the problem, the matter will be referred to the Residence Coordinator. Any room or roommate changes that occur without the expressed consent of the Residence Office is strictly prohibited. The Residence Manager has the right to reassign students if deemed necessary. All alternatives will be examined before a decision to move a student is made. If a move for health reasons is requested, it must be accompanied by a letter from the student's doctor.

### Insurance and Personal Property

Insurance carried by the College does not cover personal possessions of students and the College does not assume liability for lost, stolen or damaged items of personal property, no matter how caused. It is the responsibility of the student to arrange for insurance coverage for personal property brought into Residence. All valuables should be kept under lock and key, and students are advised to keep their rooms locked at all times. A malfunction of the door lock does not change this responsibility and alternative secure storage may be required for valuable items. Residents may not lend their keys or make copies. If this occurs, fines will be issued. Theft of personal property should be reported to the Residence Manager and to Security staff.

### Electrical Equipment

Electrical devices in Residence should be used with discretion and must be C.S.A. or Ontario Hydro approved. The Residence Administration office reserves the right to inspect and remove any electrical device. Residents may use electric clocks, razors, blankets, hair dryers, fans and personal computers in their rooms; however, voltages can fluctuate in the buildings, so residents with stereos and personal computers should



invest in surge suppressors. The College will not accept liability for damage of electrical equipment.

### Refrigerators/Freezers

One bedroom refrigerator or freezer is allowed if it does not exceed 5.4 cubic feet. A bedroom fridge may be necessary as the full-sized fridge in the kitchen area is shared between the six residents in the apartment.

### Garbage, Recycling and Compost

Students are responsible for removing refuse from their bedrooms and apartments, and depositing it in disposal containers located outside the Residence buildings. Residents are encouraged to use the recycling and composting facilities provided near buildings 'D' and 'E'. Each apartment is supplied with a recycling blue box, a green composting pail and garbage bin. Students must not leave garbage in the halls or stairwells of the Residences, outside on Residence grounds or in the Commons Building. Refuse found in these common areas become the responsibility of the floor and the residents will receive fines if garbage is placed in these areas.

### Move-Out Procedure

Students are required to leave their Residence by noon of the day following their final exam in order to protect the security of the buildings after the academic year has ended. Students wishing to remain in the Residence during the summer months (May – August) may do so by applying in person or in writing to the Residence Coordinator. Any student moving out must inform the Residence Manager and complete a Residence Withdrawal Form. It is essential that residents leave their room in a neat and orderly state equal to the way it was found at the time of their move-in. Any additional cleaning and/or repairs which were not reported within 48 hours upon arrival on the Room Inspection Report will be charged to the occupant of the room. In the case of cleaning/repairs which need to be done in the common areas, i.e. kitchen, bathroom, etc., unless individual occupants accept responsibility for the damages, the clean-up charges will be levied to all residents within the apartment. Keys (including the mail key) must be returned with a withdrawal form to the Residence Office, Security Guard, or Resident Assistant on duty at the time of departure. If your keys are given to any other person or if they are not returned, there will be a \$100 charge levied. Please remember to lock your bedroom door, as you are responsible for any damages in your room whether caused by you or not.

## Termination of Residency

If a student voluntarily withdraws from the College, he or she will forfeit their \$500 caution/key deposit. Following the student vacating their room and handing in their keys along with a Residence Withdrawal Form, a prorated refund will be forwarded to the student, minus any other fees that are owing to the College. Students who are living in the townhouse Residence, please refer to your Student Residence Agreement with Campus Development Corp. regarding your financial obligations. If a student is required to withdraw from the College, he or she will forfeit their \$500 caution/key deposit. If the student's rent is in arrears at the date of approved withdrawal, the balance to that date shall become due and payable. The College may require a resident to vacate the Residence for any default under breach or contravention of this agreement by giving the resident written notice 48 hours in advance except where violence or destruction is the reason for the "Notice to Vacate"; under such circumstances, the resident will be expected to vacate the premises immediately. Please be advised that you are committing to a complete academic year, as per the Residence Contract (apartments) or Student Residence Agreement (townhouses).

## Residence Discipline Code

The Loyalist College Residence Discipline Code is based on the following principle: Every individual living in the College Residence should be guaranteed the use and enjoyment of his/her room without discrimination or harassment.

The Residence Discipline Code applies to all Residence students and their guests. The objective of the Residence Code is to provide a guideline to follow for Residence students and their guests, in order to create an environment which encourages the academic, athletic, and social pursuits of all Residence students, as well as for the protection of personal, Residence and College property.

In addition, the Residence Code serves as a guide for Resident Assistants, Residence Security, and other Residence Administrators in making decisions regarding discipline problems. To achieve this objective, it is necessary to clearly define what constitutes unacceptable behaviour and to outline the procedures that need to be followed in order to reprimand any action(s) if residents or their guests behave in an unacceptable fashion.



## Unacceptable Behaviour

Unacceptable behaviour is defined as behaviour which is in contradiction with the main principle of the Residence Discipline Code and/or that which may be in contradiction with the municipal, provincial, or federal laws of the region. The following are examples of offences to which the Residence Discipline Code applies.

### Types of Offences

#### Level A Offences

Level A offences are those through which an individual or individuals interfere with the right of any other student to the peaceful enjoyment of his/her room or his/her space in Residence, or with basic health and hygiene requirements. Sanctions for Level A offences include verbal warnings, written warnings, fines up to \$100 on first-time offences, probation, or expulsion. These offences include, but are not restricted to:

- a) Entering a room or apartment without the expressed permission of the occupant(s);
- b) Removing common room or other College furniture or property to private rooms or apartments;
- c) Using waterbeds or constructing "lofts" (i.e. raised beds) in Residence rooms or apartments;
- d) Keeping pets of any description or type on Residence premises, with the exception of service animals;
- e) Throwing refuse or food in any way other than into a container designated as an appropriate refuse container, i.e. food fights within Residence apartments, leaving garbage in Residence hallways or stairwells;
- f) Misusing common kitchen facilities, i.e. leaving dirty pots, pans, dishes, etc. around for extended periods of time, misusing appliances;
- g) Failing to maintain one's own room and/or

- h) apartment in a clean, orderly and safe state.
- h) Having a guest or guests stay overnight without the advance permission of the Residence Office and unanimous apartment members' approval. With the permission obtained, having a guest or guests stay overnight on more than an occasional basis, or for a period longer than five nights in a three-week period; an overnight guest registration form must be completed.
- i) Engaging in commercial activity within a Residence building without advance permission from the Residence Manager;
- j) Making an unauthorized room or roommate change;
- k) Making excessive noise in any building;
- l) Making noise in the Quiet Building constitutes a minimum \$50 fine;
- m) Interfering with the closing/locking mechanisms of building/apartment/bedroom doors, i.e. wedging apartment doors to remain open.
- n) Failure to respond to or failure to follow the reasonable directive of Residence and/or Security staff, i.e. not going to the Residence Office when requested to do so, blatant disrespect for staff on duty, etc.
- o) Lending key and/or key card or making copies
- p) Removing or altering fixed objects within the student's common area or bedroom (i.e. removing closet doors or altering furniture).

#### Level B Offences

Any actions which endanger the safety and/or security of another individual, or that may be harmful to the physical and/or emotional well-being of an individual, constitutes a Level B offence. (In the event these actions become noted as illegal acts, the offences become Level C Offences and will be dealt with as such). Sanctions for Level B offences include a written warning, fines up to \$250 for initial offence, probation or expulsion depending on the seriousness of the action. These offences include, but are not restricted to:

- a) Throwing or allowing to be thrown any objects from Residence windows, etc.;
- b) "Water bombing" or "water fights" within the Residence buildings;
- c) Physical altercations (shoving, fighting, etc.) that could constitute physical abuse or assault;
- d) Verbal/psychological abuse;
- e) Cooking appliances in individual Residence bedrooms. The use of such appliances as electric

- frying pans or ovens, microwave ovens, coffee maker, kettles or open-element devices is prohibited except in kitchens specifically equipped for cooking purposes;
- f) Failing to follow emergency procedures during an alarm. All occupants must know the posted emergency procedures and follow those procedures immediately at the sounding of the building's alarm system;
- g) In accordance with the Ontario Fire Code, the use of open flames, i.e. candles and lava lamps, is prohibited in all Residence buildings. The burning of incense is also prohibited.
- h) Being on the roof of any Residence or on a Residence window ledge;
- i) Entering or exiting Residence rooms through windows.
- j) Quiet Building noise violations. Your third violation will result in a building change if a room is available or a \$300 fine.
- k) Any profane or discriminatory language whether it is displayed in pre-recorded music, verbal or written form is prohibited. This also includes the use of social networking services (i.e. Facebook, Twitter, etc.) for these purposes.
- l) Possession of any contraption used to accelerate alcohol consumption (i.e. beer funnel), or any type of drinking game paraphernalia (i.e. beer pong table, etc.)
- m) Cannabis possession and/or consumption of cannabis on campus. This includes cannabis, cannabis products, and cannabis paraphernalia.

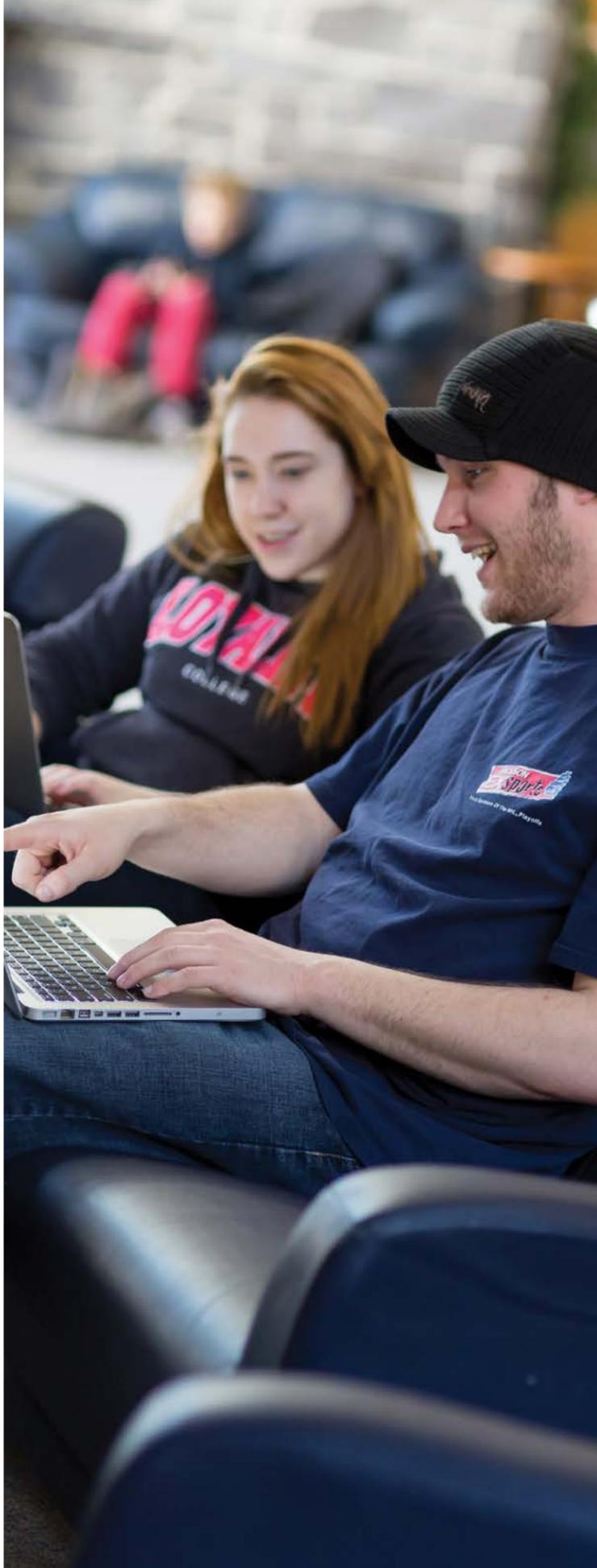


## Level C Offences

Any actions which may be considered illegal.

All governing municipal, provincial, and federal laws apply to the Residence. Level C offences are punishable by fines up to \$500, probation or expulsion and/or legal proceedings. These offences include, but are not restricted to:

- a) Threatening, harassing or assaulting others;
- b) Deliberately destroying College property or property of other individuals;
- c) Theft or attempted theft of College property or property of other individuals;
- d) Tampering with Residence safety and security equipment, e.g. fuse boxes;
- e) Tampering with or operating any fire prevention or detection equipment (e.g. extinguishers, alarms, smoke detectors) for any purpose other than to control a fire. Setting open fires anywhere on College campus grounds is strictly prohibited;
- f) Storing or using firearms, weapons, replicas, or explosive substances in the Residences (e.g. firecrackers, smoke bombs);
- g) The possession, use, and/or selling of illegal drugs or drug paraphernalia constitutes a minimum \$250 fine for the first offence, a \$500 fine and mandatory counselling or eviction for a second offence, and an automatic eviction for any incident thereafter. Any possession of drug paraphernalia, whether used for this purpose or not, is prohibited.
- h) Possession of open bottles of alcoholic beverages or drinking outside students' apartments, i.e. in stairwells of Residences, is illegal. Selling alcohol without a licence or in an unlicensed area is prohibited, as is advertising of such selling (including but not limited to Facebook or any other social network advertising). Supplying alcohol to an individual under 19 years of age (either knowingly or unknowingly) is strictly prohibited, as is the consumption of alcohol by an individual under the age of 19.



## Loyalist College Residence Agreement Between College and Residents

### Financial Obligations\*

1. The resident agrees to pay College Residence fees according to the schedules and procedures set by the College and periodically amended, repealed or altered by the College in consultation with the Student Residence Council.
2. In the event that Residence fees paid by ordinary cheque are returned to the College by the bank for any reason whatsoever, the resident agrees to pay Residence fees by cash, certified cheque or money order and agrees to accompany such payment with an additional administrative fee of \$35.
3. The College may accept Residence fees in arrears before or after its notification to a resident to vacate the Residence, without prejudice to its right under this contract to require that the resident vacate. Even where the College issues a "Notice to Vacate" for breach or default or contravention of the Agreement, the resident continues to have the obligation to pay Residence fees.
4. Residence fees are due and payable on the date(s) determined by the College. Interest will be charged on overdue accounts at the rate of 10% per annum.
5. In the event that the College omits or does not pursue its contractual right to interest on overdue accounts, such omission or failure by the College shall not act as a waiver to collect the same interest at some future date.

*\*Townhouse residents, please refer to the Student Residence Agreement with Campus Development Corp.*

### College and Resident Responsibilities

6. At no time is the College responsible for carrying out housekeeping in areas other than those outside the apartments and those indicated as general cleaning within the common area. Residents must keep their rooms, shared quarters and all appliances in the apartment clean.

7. The College is responsible for the mechanical and electrical maintenance of the appliances provided, i.e. the stove, refrigerator, microwave, dishwasher, water heater, smoke detector and fire extinguisher. It is understood that if these appliances require repairs for any other reason than normal wear and tear, then it shall be charged to the residents and costs will be invoiced according to the space each person occupied inside the apartment.
8. The College may, in its discretion, re-assign rooms for reasons which it deems to be good and sufficient.
9. Residents are responsible for all damages or losses that they or their guest cause to the inside or the outside of the Residences and to the premises that they occupy, ie. their room, shared quarters in the apartment and the public areas.
10. Residents must advise the College on the Room Inspection Report of any damages, deficiencies or other problems regarding the condition of rooms and of the shared quarters no later than forty-eight (48) hours after taking possession of the premises. It is the resident's responsibility to see that a Room Inspection Report is completed and received by the College within the above mentioned forty-eight (48) hour period.
11. The resident must pay the entire cost of repairs for damages, deficiencies or other problems found in the resident's room, subject to prior damages, deficiencies or other problems already noted in the Room Inspection Report.
12. For damages, deficiencies or other problems discovered in shared living quarters, each resident shall pay his or her portion of the costs of repair. This portion shall be calculated as the percentage of the floor space occupied by the resident unless the resident responsible for the damage, deficiency or other problem can be determined by the College.
13. The resident acknowledges that the creation of an unreasonable level of noise may be disturbing to other residents and such disturbance can be cause to require the resident to vacate the premises.

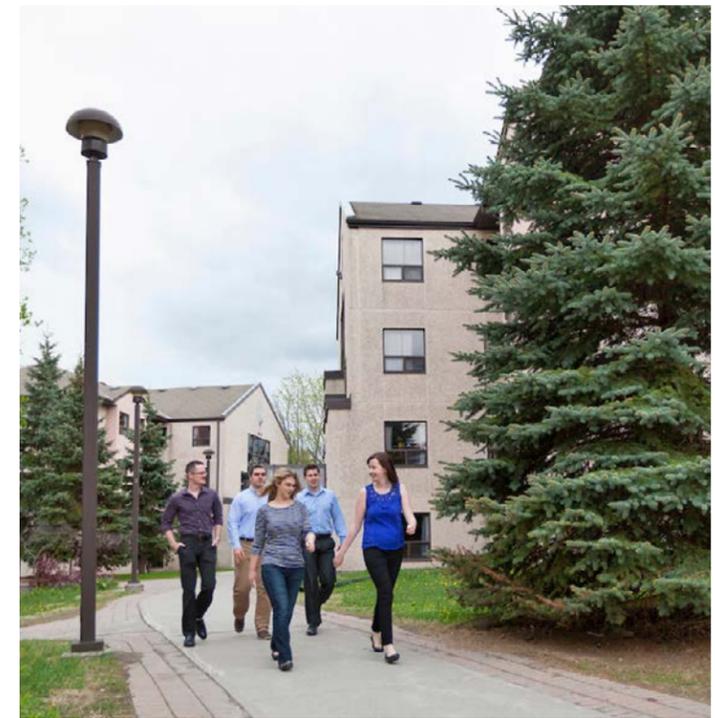
14. Residents are expected to take good care of the premises and grounds. Rooms and units should be maintained in a clean and healthy condition. Garbage is to be disposed of on a regular basis. Upon vacating Residence, students are to leave the premises in a neat, tidy and orderly condition.
15. The College will consult with the appropriate authority regarding criminal and other legal sanctions for misuse of fire protection equipment (e.g. fire alarm, fire extinguisher, smoke detectors, etc.) and in addition, the College may pursue its own sanctions under this agreement or otherwise.
16. The behaviour and actions of guests are the responsibility of the host resident.
17. The College has the authority to assign rooms and accommodations and the resident will respect the College's assignment.
18. Each resident will respect his or her co-resident.
19. The residency of any student who withdraws from his/her program of study, either voluntarily or otherwise, or fails to maintain full-time status may be terminated upon seven (7) days' notice in writing.
20. If a student voluntarily withdraws from the College, he or she will forfeit their \$500 caution/key deposit. Following the student vacating their room and handing in their keys along with a Residence Withdrawal Form, a prorated refund will be forwarded to the student, minus any other fees that are owing to the College. Students who are living in the townhouse Residence, please refer to your Student Residence Agreement with Campus Development Corp. regarding your financial obligations.
21. If a student is required to withdraw from the College, he or she will forfeit their \$500 caution/key deposit. Following the student vacating their room and handing in their keys along with a Residence Withdrawal Form, a prorated refund will be forwarded to the student, minus any other fees that are owing to the College. Students who are living in the

- townhouse Residence, please refer to your Student Residence Agreement with Campus Development Corp. regarding your financial obligations.
22. If the student's rent is in arrears at the date of approved withdrawal, the balance to that date shall become due and payable.
23. The College may require a resident to vacate the Residence for any default under, breach or contravention of this agreement by giving the resident written notice forty-eight (48) hours in advance. Unless, violence or destruction is the reason for the "Notice to Vacate", under such circumstances, the resident will be expected to vacate the premises immediately.



### General Rules and Regulations

24. Subletting of rooms will not be permitted.
25. The permissible occupancy shall be one person per bedroom with a total of six per unit (total of five in the accessible apartments), with full occupancy of all bedrooms.
26. The following are prohibited in and around the Residence:
  - i) illegal drugs or drug paraphernalia
  - ii) possession of or consumption of alcoholic beverages by persons under the age of 19.
  - iii) weapons, including, but not limited to, firearms and knives, or replicas of such items (The only knives permitted in Residence are those knives with a designated use in the kitchen.)
  - iv) gambling.
27. The premises are not to be altered or decorated with paint, wallpaper etc. The use of any item that will mark or create holes to attach posters or pictures or other items to the wall or ceiling is prohibited.
28. Pets or any other animals may not be kept in or around the Residence, with the exception of service animals as listed in the policies section.
29. The resident is responsible for the behaviour of his/her guests; infractions entail disciplinary measures which may include eviction.
30. The resident agrees that the College is not responsible in contract or in tort for any injury to the resident or his/her guests or for losses or damage to property owned by or under the control of the resident or his/her guests.
- 30a. The resident agrees to indemnify the College for any losses, expenses and costs sustained by the College as a result, direct or indirect, of the resident's willful or negligent acts.
31. The College reserves the right to withhold the marks and/or diploma of residents until they have paid all outstanding accounts.
32. Rules and regulations pertaining to the usage of the College Residence and the



- conduct of its occupants are formulated by the College administration in consultation with the Student Residence Council.
33. The College will consult with the Student Residence Council on all major questions related to accommodation before rendering a decision on the matter.
  34. In the event that any portion of the agreement is found to be unenforceable or invalid, the remainder of the agreement shall stand.
  35. The resident agrees that his/her use and occupation of the College premises is subject to his/her compliance with the above terms and conditions, as well as those set out in the Loyalist College Student Residence Handbook and the Loyalist College Residence Agreement Between College and Residents (Residence Contract), or the SRA provided by Campus Development Corp. for students living in the townhouses. (e.g. fire alarm, fire extinguisher, smoke detectors, etc.) and, in addition, the College may pursue its own sanctions under this agreement or otherwise.
  36. The resident understands that their record of infractions is continuous and carries over from year to year.