

# University of New Brunswick

## Fredericton Residence Division



2019–  
2020

## UNB RESIDENCE APARTMENTS CONTRACT

**Residence Life, Residence Facilities, and Residence Administration,  
Student Services**

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## INTRODUCTION

This contract applies to the following residences located on or in close proximity to the Fredericton campus of the University:

- Magee House – [mageehouse@unb.ca](mailto:mageehouse@unb.ca)
- All self-contained apartments within all other UNB Residences – [resadmin@unb.ca](mailto:resadmin@unb.ca)

Students who wish to reside in the University apartments may apply for accommodations by contacting the email address above.

This is a legally binding agreement between you and the University as represented by Residence Life, Student Services (“RL” or “Residence Life”). Your lease, this document and your Residence Apartment Contract Acceptance, comprise the contractual agreement between you and the University (henceforward referred to as the “Contract”).

### Statement of Rights and Accompanying Responsibilities of the Individual within the Residence Community

The well-being of the Residence Community rests on the balance of the community’s ability to meet the needs of the individual and vice versa. This balance is best achieved when all residents are aware of their rights and accompanying responsibilities to themselves, others and the community. The following guiding principles describe the rights and accompanying responsibilities of the individual within the residence community:

- All residents in the community can expect consideration and respect for their feelings and needs, and in return they have the responsibility to conduct themselves in a civil manner and to show respect for the rights of every other person in the community.

## Summary of Contract

## 1.0 ADMINISTRATION

### Interpretation of Terms

In this Contract:

The resident will be referred to as “you,” or “your,” “resident,” “residents,” “tenant,” “student,” or “students”; “Your accommodation,” “the accommodation”, “your apartment” and “your unit” refer to the apartment identified on your Residential Lease, and may be amended from time to time by agreement and, in particular:

An “assessment” means a bill for an amount, determined by the University, that you owe to the University on account of one of the following: any damage to, repair of, or loss of University property (including your keys) or extraordinary service, cleaning, administrative or other costs you, and any other of your guests cause to University residence facilities whether through accident, neglect or intent;

“Guest” refers to anyone who you accompany on, invite, accept, or admit to the residence property (which includes but is not limited to all residence buildings, parking lots and surrounding grounds):

“University,” “UNB” and “Landlord” mean The University of New Brunswick. Residence Life, a division of Student Services, is a department of the University and has the power to act on behalf of the University in respect to this Contract or the Lease. References to RL refer to the University, acting through RL.

### 1.01 Binding Contract

By agreeing to the terms and conditions of the Residence Apartment Contract, you have accepted an offer from the University for accommodations in a student residence managed by RL. By accepting this offer you have confirmed that you agree to comply with the terms and conditions outlined in this contract.

Prior to accepting your apartment offer you must agree to the terms and conditions of the Residence Apartment Contract. Prior to moving into your assigned accommodations you must complete a Residential Lease and sign the Residence Apartment Contract Acceptance Page.

Even if you omit a step in the acceptance or move-in process, you agree that by taking possession of validly offered accommodations establishes a contract between you and RL on the terms and conditions set out in this Contract.

Monthly rental amounts are for the entire calendar month regardless of the date you start occupying the unit. For example, if a tenant is moving into an apartment in the middle of any given month they are responsible for the entire month's rent not just for the time they have occupied the unit. Rental fees are due on the first day of each month and are expected to be paid on time, this includes if a tenant is out of town for personal or business related reasons.

Tenants will be notified of any possible rent increases by May 1<sup>st</sup> of any given year or as soon as the University Budget is approved.

## **1.02 Additional Occupant**

The apartment is for the exclusive use of the persons whose names are on the lease agreement only. You will not offer shelter in the apartment to any person without the expressed permission of the University or Residence Life. Your additional occupant, depending on circumstances, may or may not be required to sign the lease agreement.

Any additional occupants not listed on the lease agreement, are not entitled to reside in the accommodation unless you reside there at the same time. Your additional occupant must be approved in advance by RL and is not entitled to move into your accommodation prior to receiving such approval.

You are completely responsible for your additional occupant's compliance with all conditions of this Contract. The behaviour of your additional occupant could result in you receiving fines, or any other sanction, or may result in a breach of this Contract leading to you and your additional occupant being evicted. This is the case whether or not you participated in, condoned, or were aware of your additional occupant's behaviour. You agree that no other persons shall reside in your accommodation without the prior written consent of RL. You agree to advise RL in writing within ten (10) days of a change in your additional occupant or of your additional occupant ceasing to reside in the accommodation. You acknowledge and agree that this Contract is with you alone and there is no Contract between RL and the additional occupant. When you vacate the accommodation your additional occupant must vacate at the same time. RL may, at any time, in its absolute discretion, require that your additional occupant cease to occupy your accommodation and your additional occupant's failure to comply with an order to vacate your accommodation is a breach of this Contract, enabling RL to pursue remedies against you pursuant to Section 1.09

## **1.03 Communications Agreement**

The University will provide Internet access to your accommodation. If you use the Internet service(s), you agree to abide by the conditions outlined in UNB Acceptable Use of Information and Communication Technologies (which can be found on the UNB Information Technology Services website- <https://www.cs.unb.ca/help/aup.pdf>).

## **1.04 Eligibility**

To be eligible to reside in the apartments at UNB you must be a registered full time student, a minimum of 21 years of age or in your third year of study. Special permission may be granted to individuals or families wishing to live within a UNB apartment that are not full time students but have another acceptable affiliation with UNB such as faculty or staff etc. Tenants can be a couple, single or married. Tenants with children may apply for accommodations in the university student family housing (Magee House).

## **1.05 Compliance with Laws etc.**

You agree to the terms of your lease, this Contract and to abide by all federal, provincial and local government laws, regulations and bylaws, University rules, regulations, policies, and procedures, including but not limited to those

issued from time to time by RL. To the extent that if there is any discrepancy between matters dealt with both in this Contract and any other publication of RL, the provisions of this Contract shall prevail.

## **1.06 Contract Changes**

Changes may not be made to the terms of this Contract without the written permission of the Senior Director, Residence, or the Director, Residence Life. During the Term of the Contract, RL may unilaterally change or delete any provisions of this Contract or add provisions to this Contract by sending you an email notification to your UNB email address or through written notification to your accommodation. Changes will be effective and binding upon you on the date set out in the notification. If no date is set out in the notification, the contract changes will be effective one week from the date the notification was sent. Please note, however, that changes may be implemented immediately when, in the opinion of the Senior Director, Residence or the Director, Residence Life, the health and/or safety of any person may be adversely affected by a delay.

## **1.07 Termination of the Residence Lease by the University**

If at any time:

- a) You fail to pay (when due) rental fees
- b) RL becomes aware that the offer of accommodation made to you was based upon incorrect information or a mistake as to your eligibility for residency in your accommodation;
- c) You no longer meet the eligibility requirements for residency in your accommodation;
- d) You have failed to pay (when due) monies owed to RL with respect to matters other than this Contract;
- e) You have violated University rules, policies or procedures and/or RL rules, policies, procedures or regulations as stated in this Contract, as they may be amended from time to time;
- f) You breach any provision of this Contract;

\* If a **Tenant** fails to pay the rent due, the **Landlord** may serve on the **Tenant** a Notice to Vacate terminating the tenancy on the day specified in the notice and requiring the **Tenant** to vacate the premises on or before the day specified in the notice. The day specified in the notice must be at least fifteen (15) days after the day on which the notice is served on the **Tenant**. (\*Applies to Magee House Tenants only)

## **1.08 Vacating Your Accommodation**

Vacating your accommodation means: arranging an inspection (with the superintendent if you reside in Magee House or with the front desk staff at the Residence Administration Office for all other apartments) returning all keys to the Residence Administration Front Desk and removing all persons and personal possessions from your accommodation. If you fail to vacate your accommodation when required pursuant to this Contract, then in addition to RL's other remedies, action will be taken with the Residential Tenancies Tribunal (Magee House Tenants).

You acknowledge that any of your personal property and the personal property of your guests remaining at the residence apartment (including all storage rooms, lounges, etc.) after termination of this Contract (whether by expiry, early termination, cancellation or abandonment), will be removed and disposed of without compensation to any person. You agree that RL will be under no obligation to store any such belongings remaining in the residential property.

## **1.09 Assignment and Unauthorized Occupancy**

You alone, and, if expressly permitted pursuant to this Contract, your additional occupant, may occupy your accommodation. This Contract and your accommodation cannot be assigned, "sublet", lent, or otherwise shared with another person without the prior written authorization of RL. Unauthorized assignment, "subletting", lending, or sharing is a breach of this Contract and will result in the eviction of the other person(s) occupying or sharing your accommodation and may result in RL sending you a Notice to Vacate.

Magee House tenants please note that in order to prevent any problems with the sublessee and to maintain accurate records of our tenants, we must insist that RL approval is received prior to subleasing the apartment. The new

tenant must also complete a leasing agreement of the balance of the original leasing period and must be eligible as outlined in the “Eligibility” section of this Contract.

Without the University’s knowledge of a new tenant in the apartment, you as the legal resident of the apartment, may be held responsible for any damages incurred by the sublessee, any rent default payments or any other concerns arising from the new tenant.

### **1.10 University's and RL's Performance**

The University and RL, insomuch as it is within their control will provide the accommodation pursuant to the terms and conditions stated in this Contract.

To the extent that the University or RL is unable to fulfil, or is delayed or restricted in fulfilling its obligations under the Contract by any cause beyond its control, the University and RL shall be relieved from the fulfillment of its obligations during that period and you shall not be entitled to any reduction in fees or compensation as a result thereof. Without restricting the generality of the forgoing, the University and RL shall not be responsible for failing to meet its obligations under this Contract, temporarily closing residence, or having to ask tenants to vacate either temporarily or permanently due to: a strike by its employees; a lock-out of employees by the University; or any other form of job action or labour unrest; fires; floods; earthquakes; intervention by civilian or military authorities; acts of war; acts of terrorism; public health emergencies, whether localized, national or international; unusually destructive or disruptive storms; or new or amended federal provincial or local laws, regulations, bylaws or policies.

### **1.11 Liability**

The University or RL is not responsible for property belonging to you or any of your guests which is lost, stolen or damaged in any way, regardless of cause, wherever or not this may occur on the residence property, including storage facilities and your accommodation. The University or RL is not responsible for any injury, death, damage or loss whatsoever caused to you or your guests while in or about the residences or the University campus or while engaged in activities organized or sponsored by RL.

### **1.12 Insurance**

The University carries insurance for its own benefit. The University and RL do not provide you with general insurance, liability insurance or property insurance for your personal belongings. It is recommended that you arrange for your person and all your personal effects in residence rooms, units, apartments, suites, storage rooms, and all other residence property including all residence buildings be covered by private insurance.

### **1.13 Damages and Costs**

You agree to pay for damages, lost property or extraordinary service or administrative cost you or your guests cause University residence facilities whether through accident, neglect, or intent.

Magee House Tenants:

Failure to pay assessments may result in eviction and or submitting a claim with Service New Brunswick for your Security Deposit. To appeal an assessment you must follow the written appeal procedure. For more information on the appeal procedure please contact [mageehouse@unb.ca](mailto:mageehouse@unb.ca) for Magee House Tenants and [resadmin@unb.ca](mailto:resadmin@unb.ca) for all other UNB Residences.

Appeals will only be considered if you are not in arrears for any other fees, charges or amounts owed to RL.

### **1.14 Room Entry**

Authorized personnel of the University may enter your accommodation, without prior notice, for any of the following reasons: to ensure health, safety or general community welfare. You will be given 24 hours’ advance notice if possible for repairs or maintenance to your accommodation and/or equipment servicing is required, to

inspect the condition of your accommodation and to investigate compliance with and possible breaches of this Contract.

### **1.15 Delivery of Personal Property**

RL will not accept personal property, including mail and courier deliveries, delivered to the residence or apartment prior to your arrival or after your check-out. You are required to make arrangements to have all personal property held in storage off campus until you have signed your residential lease and contract. RL does not accept any responsibility for personal property delivered to the Front Desk or left in residence areas. RL will not hold mail at the end of the tenancy, nor will mail be forwarded. Please list a complete address (complete legal name, building, street address, apartment number, city, province and postal code) in order to ensure mail and parcels will be delivered to the correct address.

Residence Life will not accept items larger than 12"x15"x10" (approximately 30cmx40cmx25cm or the size of a typical Bankers Box). Tenants living in Residence buildings please note that Residence Life will not accept perishable items regardless if sent by courier or regular mail.

### **1.16 Housekeeping and cleanliness standards**

The Tenant must keep the apartment in a good state of cleanliness and repair and leave it clean and in a good state of repair at the end of the tenancy. The Tenant will be notified at least two weeks in advance when a general inspection will be scheduled for the apartment building.

The Tenant must adhere to the following:

- Report all required maintenance and repair work to Residence Administration staff, Magee House tenants should also advise the superintendent
- Permit the Landlord or their Agents/Employees to enter the apartment to clean, carry out all required maintenance and repair work, to fumigate and disinfect or to carry out all other necessary work at such times and upon such notice as stated in the lease agreement
- Report to the Residence Administration staff immediately when insects or bugs have been seen inside or outside the apartment
- Is not permitted to store any combustible or offensive goods, provisions or materials in the apartment, storage room or any storage areas upon the premises
- Will not place signs or posters on the outside of the apartment doors, hallways or stairways.
- Nothing will be thrown out of windows, doors, down passages, halls, staircases, or any other area inside/outside the premises
- Garbage and refuse must be placed in polyethylene bags, tightly sealed and be taken out to the garbage bin outside immediately

### **1.17 Repairs and Alterations**

All repairs and alterations to accommodations will be carried out by the University. Residents are prohibited from repairing or altering the exterior or interior of apartments and should report any required maintenance and/or repairs to the residence administration staff. Without limiting the foregoing, residents are prohibited from painting or wallpapering their accommodation. Please use scotch or masking tape when hanging posters and the like. Should you have any maintenance-related concerns please reach out to the residence administration staff, if it is after regular business hours (evenings and weekends) and the maintenance concern is urgent, please contact UNB Security & Traffic at 453-4830

### **1.18 Pest Treatment**

You shall not allow conditions to exist that, in the opinion of RL, may encourage the infestation or propagation of insects, rodents or other varmint. You are required to report the presence or suspected presence of pests (including bedbugs) in your accommodation to RL. Personnel authorized by the University may enter your



accommodation, without notice and, if necessary, without your presence, to inspect for pests. Should, in the opinion of RL or the University, treatment be required, you will be required to comply with the prescribed treatment methods and protocol. This may include relocation, cleaning and/or removal and disposal of furnishings or personal possessions. In such an event you shall not be reimbursed by the University for any disruption, relocation, loss or loss of use of personal possessions or furnishings. **If you suspect an infestation, you are not to remove any belongings from your accommodations until RL has indicated the prescribed treatment and protocol, as such action on your part may spread the infestation.**

### **1.19 Construction and Maintenance**

There are on-going maintenance, renovation, and construction projects taking place in and around the residence building. The work typically takes place during regular business hours, but may begin earlier or extend later into the evenings or weekends. Ongoing construction or renovation projects will continue through midterm and final exam periods. The University will take measures to ensure that prudent construction practices are followed, but there may be noise, dust, and temporary interruptions of some services. Residents may be required to temporarily or permanently relocate to facilitate construction or renovations to their apartment area. There will be no compensation or reduction to your rental fees due to disruption and/or relocation.

### **1.20 Transportation and Parking**

Parking of motorized vehicles on the University campus is strictly regulated. Residence parking spaces are limited and a parking pass is required for all motorized vehicles. Parking passes can be purchased from UNB Security and Traffic, located in the Facilities building.

Magee House Tenants are provided a free parking pass for the Magee parking area only, parking is not guaranteed.

**Theft or damage:** The University and RL are not responsible for theft or damage to cars, bicycles, or any other vehicle, or any contents stored on or within them.

Scooters, bicycles or other similar vehicles may not be stored inside any accommodation unless required to accommodate a documented disability and so long as space requirements meet all fire and egress regulations.

### **1.21 Security**

You are responsible for taking reasonable precautions to ensure that your accommodation and the building in which it is located are protected from a breach of security. This includes, but not limited to, locking your door(s) and windows(s), not forcing or propping open building entrance doors, not permitting unknown persons into residence buildings, and immediately reporting strangers or security concerns. You are not permitted to copy any key provided by RL. Lost apartment or entrance door keys pose an obvious security risk. As such, replacement key prices include the actual cost of replacing the core locking mechanism and are \$30.00 for an apartment key and \$130.00 for an entrance key. Replacement post office box keys cost \$20.00. **Lost keys must be reported and replaced immediately**, and can be replaced by the Residence Administration Staff.

### **1.22 Advertising/ Poster Policy/Businesses and Solicitation**

For each building, a bulletin board has been allocated for all community postings which will be the sole (interior and exterior) promotional area for that house. Any persons wishing to advertise on these boards must bring the advertisement materials to the Residence Administration Front Desk for prior approval. Fees for advertising and distribution of materials will apply to all non-UNB affiliated material. Fees are as follows:

- POSTERS FOR COMMUNITY BOARDS (ONLY 13 REQUIRED) \$ 250.00 PER TIME
- FLYERS FOR RESIDENCE MAILBOXES (12 x 100 REQUIRED) \$500.00 PER TIME

All promotional material must abide by all UNB and RL policies, rules and regulations. Any material found in residence on areas other than the designated community bulletin boards will be removed immediately and that particular establishment, company, group etc., will be prohibited from future advertisements. If tenants are found

to be in breach of this policy they will be subject to fines and possibility of not being re-admitted to residence in future terms.

Prohibited activities include, but are not limited to, flyers being slipped under doors; door-to-door knocking (Halloween being the exception for Magee House Tenants); door hangers, stickers, or other promotional materials being used/placed in residence or on vehicles; and mass mailings. This policy does not apply to the promotion of internal residence events by residence staff.

Individuals are not permitted to operate businesses in residence.

## **1.23 Privacy**

UNB and Residence Life are committed to protecting personal information. Your personal information is being collected for the purposes of administering the Residence Apartment Contract and your lease and will only be accessed by those who require the information for the administration of the Residence Apartment Contract and lease. For more information on the protection of personal information at UNB please consult *UNB Policy for the Protection of Personal Information & Privacy* and the University Secretariat, University of New Brunswick, PO Box 4400, Fredericton, NB, E3B 5A3 [www.unb.ca/secretariat](http://www.unb.ca/secretariat) (506) 453-4613.

By agreeing to this Contract, you consent that Residence Life may contact relevant campus partners and your documented Emergency Contact if your behavior causes concern for your personal safety and/or the wellbeing, or the safety and/or wellbeing of any member of the community, you are hospitalized for any reason, your support needs are greater than what RL is able to support, or RL has made repeated attempts to contact you without a reasonable response. This consent will extend for the entire duration of your status as a UNBF residence tenant.

A tenant who has required significant intervention for personal challenges, mental health support, significant community disruption, or who is experiencing a significant medical/health concern may be required to have their physician/psychiatrist/clinical psychologist complete a residence medical form. ***This form will ensure that UNB Residence Administration has a full assessment of the student's needs and can*** assess whether it is in their best interests, and the interests of the surrounding community, for them to continue their lease and Contract with the University.

## **1.24 Communication**

All communication from RL to tenants is sent via letter or email to tenants UNB email account or another email address provided by the tenant. Tenants are expected to respond to requests made in either format on a timely bases and are held accountable for being aware of any information communicated.

# **2.0 RESIDENCE LIFE**

## **2.01 Statement of Rights and Accompanying Responsibilities of the Individual within the Residence Community**

The well-being of the Residence Community rests on the balance of the community's ability to meet the needs of the individual and vice versa. This balance is best achieved when all residents are aware of their rights and accompanying responsibilities to themselves, others and the community. The following guiding principles describe the rights and accompanying responsibilities of the individual within the residence community:

- All residents/tenants in the community can expect consideration and respect for their feelings and needs, and in return they have the responsibility to conduct themselves in a civil manner and to show respect for the rights of every other person in the community.
- All residents/tenants in the community can expect to live in an environment where their possessions and the communal space are shown respect by every other person.

## **2.02 Residence Community Standards Overview**

The University is committed to ensuring that all members of the University community are able to study, live and work in an environment of mutual respect, free from harassment and discrimination. The Community Standards, rules and policies stated here strive to protect the well-being, safety and security of residents/tenants and contribute to a residence community that is conducive to residents' academic success, personal growth and development. These Community Standards are applicable on all buildings managed by RL (which include but are not limited to all residence buildings, parking lots and surrounding grounds), and during all residence related events, even if these events take place outside residence property.

## **2.03 Our Mission**

The mission of the UNB Residence Community is to contribute to the University experience by providing a supportive living environment conducive to learning, personal growth, respect for diversity, and responsibility for community life.

## **3.0 RESIDENCE COMMUNITY STANDARDS AND REGULATIONS**

### **3.01 Attacks on the Dignity and Security of an Individual**

Activity (verbal, written, graphic, or physical) that is perceived as threatening, racist, sexist, homophobic, transphobic or any form of discrimination, harassment, sexual harassment or unwanted sexual attention is prohibited, and may result in eviction from residence apartments, as well as university issued sanctions.

This can include, but is not limited to: posting or distributing material and/or behaving in a manner that is offensive and may contribute to an intimidating, hostile or uncomfortable environment; putting offensive posters/pictures in areas available to public view, including windows or common areas; using social media, text messaging, e-mail or other electronic messaging, voicemail, message boards, mail, computer networks or other media to convey obscene or otherwise objectionable messages or materials; writing graffiti in residence buildings or encouraging or engaging in offensive acts or behaviour; and repeatedly following or attempting to make unwanted contact with another person.

In addition, every member of the UNB Residence Community has the responsibility to refrain from behaviour that is known, or ought to be reasonably known to be dangerous, harmful, disruptive or obstructive to the other members of the community.

**Harassment** is defined as any attention or conduct (oral, written, graphic, or physical) by an individual or group who knows, or ought to reasonably know, that such attention or conduct is unwelcome/unwanted, offensive or intimidating. Every individual has the right to an environment characterized by mutual respect. Every individual has the responsibility to treat all members of the University community with respect and without harassment.

**Discrimination** is defined as any conduct that results in adverse treatment of an individual or group on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed/religion, sex, sexual orientation, disability, age, marital status, record of offences, or receipt of public assistance. Every individual has the right to an environment characterized by equal opportunity and equitable access to University goods, services, and community. Every individual has the responsibility to treat all members of the University community without discrimination. Anyone who has questions or concerns or who wants to lodge a complaint, should meet with the Residence Administration staff. You may also be referred to UNB's Human Rights Officer.

### **3.02 Barbecuing and Outdoor Grilling**

Barbecuing and outdoor grilling is only permitted in areas authorized by RL. It is not permitted inside residence buildings or walkways. Where barbecuing and outdoor grilling is permitted, the grill or barbeque must be attended to at all times. Barbecuing or grilling must be carried out a sufficient distance away from the buildings as to not create a nuisance, disturbance or inconvenience to other residents or other members of the University community,

or cause damage to or otherwise endanger any person's property. Propane tanks may not be stored within a residence building when not in use.

### **3.03 Cannabis**

Federal and Provincial Governments have announced that adult-use cannabis is now legal in Canada, though under strict regulations. The University of New Brunswick and Residence Life are committed to upholding the law in this and all respects. Residents who choose to consume cannabis, must do so responsibly in compliance with the law, and will be accountable for their actions.

As a result, the following rules will be in place for all residences once the legalization of different forms of cannabis takes place:

1. The smoking of cannabis will not be permitted under any circumstance in any residence space, including common areas, cafeterias and meal halls, and residence rooms;
2. The cultivation of cannabis plants will not be permitted in any residence space, including common areas, cafeterias and meal halls, and residence rooms;
3. Persons 19 years of age and older will be permitted to possess cannabis in all of its forms while in residence but must comply with the law with regard to its purchase and storage (i.e. in a locked location, where persons under the age of 19 cannot access it);
4. Subject to item 1 above, persons 19 years of age and older will be permitted to consume cannabis in its non-smokable forms while in residence rooms and lounges but must comply with the law in doing so;
5. As required by law, no person 19 years of age or older shall be permitted to provide access to cannabis to any person under the age of 19 in any residence space; and
6. As required by law, persons under the age of 19 will not be permitted to possess, store or consume cannabis while in residence.

### **3.04 Capturing the Image of a Group or individual**

Residents or guests are prohibited from using audio, video, or any other digital devices to capture someone's image or voice without their permission, and it is an additional violation to disclose or distribute that image or audio, except with their explicit consent.

### **3.05 Cooperation with Staff and Others**

Residents and guests shall cooperate with requests from staff members, emergency personnel, other UNB staff, and police. This includes providing appropriate identification when asked to do so. Failure to cooperate with, and/or verbal or physical harassment or abuse of a staff member (RL staff, cleaners, Front Desk personnel, trades staff, third-party contractors, emergency and/or police personnel, et cetera) may result in disciplinary actions and/or eviction. Misleading or not cooperating with a disciplinary investigation, or during crisis management, may result in disciplinary action. Please note that emergency personnel, including police, have the right to be on campus, including residence, as they deem necessary.

### **3.06 Damage to Property**

Damage to the personal property of other residents or damage to residence property including, but not limited to, posters and advertising materials is prohibited and may result in disciplinary action.

### **3.07 Dangerous Activity**

Participating in activities that are dangerous or potentially harmful to any person or property is prohibited and, participation in such activity, regardless of whether it is you or your guest(s) that are actually engaging in the activity within the residence building, may result in disciplinary action up to and including eviction. Restricted activities include any activity that, in the opinion of RL staff, is dangerous or potentially harmful to any persons or property.

This includes, but is not limited to: smashing objects, breaking glass, dangerous horseplay (e.g.: wrestling, etc.), sports, bouncing a ball, rope-jumping, skateboarding, rollerblading, riding a bicycle and any other wheeled vehicle, throwing any object inside any residence building, climbing the outside of residence buildings, climbing into residence through windows, entering restricted residence areas, setting fires of any size in or about the accommodation or anywhere in residence or on residence grounds, which includes setting any objects, regardless of size, on fire (except as expressly authorized in this Contract, see section 3.02 Barbequing and Outdoor grilling and 3.21 Smoking and Incense).

### **3.08 Drugs**

The possession, use, trafficking (which includes manufacture, sale, giving, administering, transporting, sending, delivery, distributing), promotion, or offering to do with anything related to the possession, use or trafficking of illegal drugs is prohibited. Any involvement, whether direct or indirect, in any illegal drug or drug related activity is prohibited. Possession of paraphernalia or equipment that is associated with the possession, use or trafficking of illegal drugs is prohibited. Reasonable suspicion of these activities inside of your apartment or upon returning to any residence will result in disciplinary action and may result in eviction and referral to the police.

Students with a medical prescription for a controlled substance or for adult use cannabis in any form or amount that contravenes UNB residence or University policy, must register with the Student Accessibility Centre. Non student tenants should contact the Residence office for approval. Should approval be granted for the possession and use of said substance for medical purposes, the student must meet with a Residence Life Administrator or Senior Director, Residence, along with a member of Security and Traffic to discuss the pertinent guidelines. In some circumstances after consultation with the Student Accessibility Centre, appropriate accommodations may not be available to meet the needs of the student.

### **3.09 Elevator Tampering**

Tampering with elevator safety systems or engaging in activities that may damage or interfere with the operation of the residence elevators are prohibited, and will result in an assessment for, without limitation, the cost of the repairs, disciplinary action and possible eviction from residence. This includes but is not limited to tampering with any part of the elevator, too many passengers, preventing the elevator door from closing, etc.

### **3.10 Explosive Material**

Possession of explosive or flammable material including, but not limited to firecrackers, fireworks, dynamite, gasoline, compressed spray cans (i.e. spray paint) or other such materials, is not permitted on residence property. Possession of the same will result in disciplinary action and may result in eviction. Propane tanks are not permitted in residence buildings.

### **3.11 False Identification**

Using false identification for any reason is prohibited and will result in disciplinary action and may result in eviction.

### **3.12 Guests, Visitors, Children and Interacting with Other Students and Guests**

Residents are responsible for their guests' behavior whether or not they participated in, condoned or were aware of the guests' behavior. Anyone who is invited to, accompanied on, accepted or admitted to the residence property (which includes but is not limited to all residence buildings, parking lots, and surrounding grounds) is deemed to be a guest of that resident.

A resident who facilitates the access (for example, opening a locked door) of a stranger or 'un-hosted' person to residence property will be deemed to be the host of that person and will be held responsible for that person's behavior as if that person were their guest.

Residents must be present as hosts of their guests at all times, however their failure to be present does not mitigate or relieve their responsibility for their guests' behavior. Residents are responsible for their guests' actions until the

guests leave the residence property.

Accompanying or acting as a host to a former resident who was evicted and does not have visiting privileges, and/or a person whose visiting privileges have been revoked, is prohibited.

Residents are responsible for activities that take place in their apartment whether they are present at the time of the activity or not. A resident's failure to lock their door does not mitigate their responsibility for the actions of others that occur in the resident's room or unit.

Tenants residing in apartments within our traditional residence buildings are prohibited from using any of the building common space (please see section 3.19 for more details) and are asked not to participate in residence social or educational programming or events. Furthermore, tenants should understand that they are not to interact with or host traditional residences students in their apartment for any reason.

Children under the age of 18 (tenants and/or guests) should be supervised in all common areas and hallways.

### **3.13 Halogen Lamps and Other High Heat Emitting/High Wattage Lamps or Light Sources.**

Halogen lamps and other high heat emitting and/or high wattage lamps or light sources (using over 60 watt bulbs) have been the source of many fires in residences across North America and are not permitted in any residence building.

### **3.14 Inappropriate Behavior**

In addition to the other provisions of Section 3, any conduct which is inappropriate or disruptive to the residence community or the University, as determined by the RL staff, is prohibited and will result in disciplinary action and may result in eviction.

### **3.15 Noise**

Residence is a densely populated, vibrant and growing community. You must expect some reasonable living noise. Absolute silence is not possible. However, as is set out in this Section, residents are not permitted to create excessive noise.

In all residences, residents/tenants are expected to be considerate of their neighbors 24 hours a day, seven days a week. An individual's right to reasonable quiet study and sleep supersedes others' rights to make noise. In cases of dispute, RL staff or Security and Traffic staff will determine what is reasonable. If someone asks you to be quiet, respect that person's wishes and reduce your noise.

#### **Residence buildings:**

All hours outside of Quiet Hours and Community Hours (indicated below) are considered Considerate Hours. During Considerate Hours:

Musical instruments may not be practiced or played in the apartments except as authorized by a Residence staff member. Residents may be required to practice their musical instruments elsewhere on campus. Instruments that are stationary or not easily transported to a practice area (for example, acoustic pianos, etc.) are not permitted in residence

The use of the outdoor areas (the green spaces around residences, the Magee playground, and the paved courtyard behind the DKT complex) for sports or other activities creating noise are restricted to non-quiet hours.

In addition to being considerate at all times, Quiet Hours are those times during which residents are prohibited from making noise which can be heard outside of their apartment, or which can be heard outside the residence building and may disturb a tenant inside the building. This refers primarily, but not exclusively to talking, noise from audio equipment, radios, televisions, musical instruments, computer equipment and telephones. Community Hours are those consistent with socializing, and some increased community noise should be expected.

**Quiet Hours**

Sunday – Thursday: 10:00pm – 8:00am

Friday and Saturday nights: 1:00am – 10:00am

**Exam Quiet Hours**

23 hours -Hour of consideration: 7:00 p.m. – 8:00 p.m.

**Community Hours**

Friday and Saturday: 8:00pm – 1:00am

Although individual Houses may enforce additional Quiet Hours, the above minimum Quiet Hours apply to all Houses.

**Magee House:** Given that Magee house is primarily intended for families and mature students, special quiet hours and consideration hours are in effect.

All hours outside of Quiet Hours (indicated below) are considered Considerate Hours.

**Quiet Hours**

10:00 pm to 9:00 am-7 days a week

In the case of an incident or complaint about another tenant, contact should be made with Magee House staff or UNB Security. Do not communicate your complaint to the offending tenant.

**3.16 Open Flame**

Unattended open flames, and leaving anything burning, are not permitted in residence. **Candles are not permitted.**

**3.17 Pets and Guide/Service Animals**

Residents are not permitted to keep pets or animals in the accommodation or on the residence property, even temporarily. Residents may request permission for a small fish tank containing non-dangerous fish by contacting a Residence Administrator prior to. Guests may not visit the accommodations with pets or animals. If, during the term of this Contract, you require that a guide/service animal reside in your accommodation, even temporarily, you must follow the process described below, before the arrival of the animal at residence.

The resident may keep a guide/service animal in their accommodation provided the resident applies to the Student Accessibility Centre, and provides such documentation acceptable to the Student Accessibility Centre.

You acknowledge that RL requires at least 60 days to make those arrangements and accommodations that RL deems to be reasonable and suitable for residents requiring guide/service animals and those residents that may be affected by the presence of guide/service animals. Accordingly, you will apply to RL and provide the information described above as soon as reasonably possible after learning about your requirement to reside with a guide/service animal. You also acknowledge that RL may have to relocate you to another accommodation in order to accommodate the arrival of the guide/service animal. Any guide/service animal must be kept in such a manner so as not to disturb, threaten or create a nuisance to other persons or RL and, without limiting the foregoing, keep the guide/service animal in accordance with the applicable RL and University policies, rules and regulations.

**3.18 Playing Sports or Sporting Activities in Residence Buildings, Hallways or Common Areas**

Residents are not permitted to engage in physically active games/activities inside residence buildings and all common areas such as hallways etc, including but not limited to: games/activities that involve throwing, kicking or shooting an object (such as ball hockey, football, golf, mini-golf, soccer, Frisbee, hacky sack, wrestling), games/activities that may result in participants running (such as tag, and water fights), cycling, skateboarding, et cetera.

### **3.19 Prohibited Areas**

Tenants are not permitted access to unauthorized areas unless accompanied by a representative from RL. This includes areas not normally used by persons other than staff, and includes but is not limited to roof tops, mechanical rooms, cleaning supply rooms, or any area marked “staff only” or “authorized personnel only,” or “closed” et cetera. Accessing these areas is prohibited and will result in disciplinary action and may result in eviction and/or referral to the police. Tenants living in traditional residence apartments are prohibited from using study lounges, computer labs or other common areas used by students other than the laundry rooms.

### **3.20 Safety/Security/Fire Equipment**

Safety equipment including sprinklers, smoke detectors, heat sensors, fire exit signs, fire extinguishers, pull stations, hoses, alarm bells, fire doors, and any other safety equipment is necessary to safeguard residents. Activating, handling, using, or interfering with any fire or safety equipment for any reason other than in an emergency is prohibited and will result in disciplinary action and may result in eviction whether such actions were intentional or not. Activating a Fire Alarm for non-emergency reasons will result in a \$500 fine assessed to the tenant(s) responsible. Any damage caused from activating, handling, using or interfering with any fire or safety equipment for non-emergency purposes will be assessed to the tenant(s), this includes children of the tenant, deemed responsible for causing the damage. Examples include but are not limited to discharging fire extinguishers, touching fire alarm pull-stations or fire hoses, hanging objects from sprinkler heads, or striking safety equipment with an object, tampering with fire doors, et cetera. In addition to the above, the use of smoke machines are prohibited in the residence buildings.

Residents are required to evacuate buildings in the event of a fire alarm or other emergency. Failure to evacuate during these situations is prohibited and will result in \$200 fine assessed to the tenant (s). Tampering with, forcing or disabling a door’s locking mechanism, or propping open a locked door and leaving it unattended, is prohibited. Copying keys issued by RL is prohibited.

### **3.21 Smoking and Incense**

The term “smoking”, as used in this Contract, and in the policies, rules and regulations applicable in respect to your accommodations and the residence property, is deemed to include, without limitations: smoking cigarettes, smoking cannabis, cigarillos, and cigars; smoking pipes, hookahs, shishas, using any other smoking devices such as incense and the use of electronic cigarettes and vaporizers (vaping). Smoking is not permitted in residence buildings or on residence balconies. Smoking outside buildings will take place a minimum of 10 meters from the outermost exterior of the building (i.e. building overhangs, balconies, entrance canopies, windows, et cetera).

### **3.22 Theft**

Theft or possession of another person’s property without permission is prohibited and may result in eviction, and/or referral to the police.

### **3.23 Throwing or Falling Objects**

Throwing, dropping, knocking or ejecting objects from residence buildings, windows, balconies or stairwells, whether intentionally or unintentionally, is prohibited and may result in disciplinary action up to eviction. Throwing snowballs or other objects at residence buildings is prohibited. It is prohibited to exit or enter a building through any area other than doorways. Students may not remove screens from windows for any reason and should not have any part of their bodies hanging outside of any window.

### **3.24 Unauthorized Key Possession and/or Use**

Unauthorized possession or unauthorized use of residence keys is prohibited and may result in eviction. The resident is not permitted to copy any key provided by RL, nor are residents permitted to lend or borrow UNB residence keys to other people.



### **3.25 Violence/Physical Aggression**

Physical aggression, violence, and/or sexual assault are not tolerated in residence.

Physical aggression and violence include any physically aggressive or violent behavior, such as fighting, hitting, punching, slapping, kicking, pushing, pulling, throwing objects at another, et cetera.

Sexual assault is any type of sexual contact or behavior that occurs without the explicit consent of the recipient. Falling under the definition of sexual assault are sexual activities as forced sexual intercourse, forcible sodomy, child molestation, incest, fondling, and attempted rape.

Behaviors described in sections titled “Attack on the Dignity and Security of an Individual”, “Dangerous Activity” and “Initiations/Hazing” may also be considered as violence and are not tolerated in residence.

Anyone engaging in physically aggressive behavior, violence or sexual assault may be evicted from residence, and may be referred to the police and/or the University Disciplinary Committee.

The need for self-defense is recognized. Physical self-defense is acceptable only when the resident has no other means to escape another’s physical aggression, and then only at a level necessary to escape.

### **3.26 Weapons**

Residents and their guests are not permitted at any time, to bring onto or keep in your accommodation or the residence property, any of the following:

- any real or replica projectile weapon, including but not limited to real or replica firearms, air guns, cross-bows, sling shots, paint-ball guns, BB guns, any ammunition (real or replica), et cetera;
- blades including but not limited to knives, swords, bayonets, epees, and blades used in martial arts; and any other weapons, whether used for martial arts or other forms of combat training, or otherwise.

Wielding any object, including but not limited to the weapons listed above, in a threatening or aggressive manner will result in disciplinary action and may result in eviction and referral to the police.

### **3.27 Signs**

No signs (electric or otherwise), posters, banners, or flags of any size may be hung outside, or around the residence, except with permission from RL. Please see Section 1.22 “Advertising/ Poster Policy” for more information.

### **3.28 Self Care**

Members of the residence community are required to demonstrate through day-to-day actions that they are able to care for themselves and behave in ways that will not negatively affect the welfare, safety, and success of themselves or others. Examples would include, but are not limited to, caring adequately for your own physical and mental health, being respectful of others, making adequate academic progress, managing health issues by following the instructions of medical professionals, and not causing, or threatening to cause, harm to oneself or others. It is also expected that students will seek out and / or accept assistance (from medical professionals or appropriate UNB staff members) for those situations they are unable to resolve on their own. If these self-care expectations are not met, students will be held accountable for their behavior and any negative impact on the community.

Accountability may include referrals to campus supports, relocation, removed from residence or other appropriate intervention. Students who require accommodation in residence due to a documented disability or significant ongoing medical condition are required to inform Residence Administration and the Student Accessibility Center as soon as possible.

## Residence Apartment Contract Acceptance Page

This Contract is a legal document between tenants living in Residence and the University of New Brunswick (specifically Residence Life). The Contract represents the University's commitment to provide the listed services and facilities to tenants, in consideration of fees paid by the tenant. The tenant signing this Contract is promising that his or her conduct will not be in violation of any of the conditions or regulations noted in the Contract, and acknowledges that sanctions will be imposed as a result of violations. **Please take special care to note that the tenant signing the Contract is also committing to live in Residence and pay rental fees from the beginning date of the tenancy until the tenancy term end date. Tenants will be notified of any possible rent increases by May 1<sup>st</sup> of any given year or as soon as the University Budget is approved. This notification will state when the new rates will take effect.**

**Every tenant offered an apartment in Residence is expected to read the Residence Apartment Contract thoroughly before signing it.** They must be certain that they are prepared to accept and adhere to the regulations included and that living in Residence is the best personal choice for them. This decision will depend upon personal objectives and lifestyle preferences. Persons choosing to live in Residence must be prepared to accept academic endeavour as a priority and to appreciate that the number of people living in Residence and the physical nature of the buildings and environment require that these rules and policies will be enforced by the appropriate authorities within the community. It is highly recommended that every tenant purchase Contents Insurance to cover all of their personal belongings while living in a residence apartment.

**This is a legal document. Please read it with care and ensure that all of its provisions are understood. If you have any questions or concerns, please contact Residence Life for explanation or clarification.**

- I acknowledge that my name and Residence address information may be provided to the agency responsible for the creation of voter lists for any municipal, provincial or federal election.
- I acknowledge, and agree, as a condition of living in Residence, to abide by the terms described in the Residence Apartment Contract and by the directions of the University and Residence Life.
- **I acknowledge that Residence Life, will, from time to time, communicate important information concerning the enforcement of the terms of this Contract by means of e-mail messaging addressed to my UNB email account with the University, alternate email address provided or by post.** I further acknowledge my responsibility to regularly and promptly read and respond appropriately to such e-mail messaging or post.
- I accept an apartment and by acknowledging this Residence Apartment Contract, which I have read and understood, agree to abide by the terms of the Contract. Violation of any of these terms may result in the termination of the Residence Apartment Contract.

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Signature of Residence Administrator

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Date

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Signature of Tenant

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Date

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Signature of Tenant

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Date