



Yukon University acknowledges that Yukon First Nations have inhabited this land since time immemorial. This is evidenced by Yukon First Nation oral histories, archeology finds, personal First Nation names, First Nation place names for the land and water, First Nations stories and more.

In the spirit of advancing reconciliation, we respectfully acknowledge that Yukon University campuses and land-based classrooms are within the ancestral lands of the 14 Yukon First Nations. We thank those who have protected and preserved the lands over time. Yukon University is committed to upholding self- determination and decolonizing actions, through education.



## Contents

Part 1 ADMINISTRATION .....	7
1.01 Binding Contract .....	8
1.02 Contract Term .....	9
1.03 Room Assignment .....	9
1.04 WiFi Agreement .....	9
1.05 Type of Contract .....	12
1.06 Eligibility .....	12
1.07 Assignment Policy .....	13
1.08 Compliance with Laws, etc .....	14
1.09 Contract Changes .....	14
1.10 Unit Condition Report .....	14
1.11 Rates and Payment .....	15
1.13 Termination of the CH Contract .....	17
1.14 Overholding .....	18
1.15 Vacating your accommodation .....	18
1.21 Damages and Costs .....	21
1.27 Housekeeping .....	24
1.28 Repairs and Alterations .....	26
1.29 Pest Treatment .....	26
1.30 Construction and Maintenance .....	27
1.31 Storage .....	27
1.32 Transfers .....	27
1.33 Transportation and Parking .....	27
Safety and Security .....	28
1.34 Protection of Privacy .....	31
1.35 Pets .....	31
1.36 Student Status .....	31

2.03 Attack on the Dignity and Security of an Individual .....	34
Part 3 CAMPUS HOUSING STANDARDS AND REGULATIONS.....	38
Part 4 Procedure .....	53
4.01 Complaints .....	53
4.02 Investigations.....	55
4.03 Disciplinary Process .....	51
4.04 Sanctions .....	53
APPENDIX I.....	56
2023/2024 Campus housing Fees* YukonU Campus housing .....	56

## INTRODUCTION

We are pleased that you have chosen to live on campus and be a part of our community. During your time here you will have opportunities to learn new skills, acquire new perspectives, while residing explore new cultures and discover new aspects of yourself. This learning will happen both inside your classrooms and in Campus Housing. Sharing living space can mean adjusting to different lifestyles, however, living closely with other students can open your eyes to other cultures and provide opportunities to develop lifelong friendships.

This Handbook provides the necessary information for your time in Campus Housing to be comfortable and safe; it is your participation that will make this community an exciting place to live and study. We look forward to getting to know you and wish you all the best in the upcoming year! This document is important. This is a legally binding agreement (the “Contract”) between you and the University. The basic terms of your agreement are outlined in the Occupancy Agreement

Contract that would be made available to you when you secure a spot in Campus Housing. This document, the Acceptance of Campus housing Contract Page created during your Online offer acceptance process, and the Contract Confirmation, ID and Emergency Contact Card comprise the contractual agreement between you and the University (referred to as the “Contract”). It defines the policies and regulations governing the offer of housing and the terms and conditions of accepting campus housing managed by Campus Housing.

The Campus Housing Office is open Monday-Friday 8:30am- 4:30pm. (except for statutory holidays). Campus Housing staff members are available to answer any questions and help out wherever needed.

## SUMMARY OF CONTRACT

### Part 1 Administration

This Part outlines administrative requirements, procedures, and important deadlines. The information contained here will answer many of your questions. For other questions or clarifications, please refer to <https://www.yukonu.ca/current-students/campus-housing> or contact the Housing Operations Coordinator, at Campus Housing Office at 500 University Drive.

### Part 2: Campus housing Life and Part 3 Campus housing Standards and Regulations

Part 2 and Part 3 of this Contract define the standards of behaviour required of all occupants and their visitors while present on or about all campus housing property, and during all campus housing related events, even if the events occur off campus. Living with others in a campus housing is different from living in a private apartment or house. What you may feel comfortable with in private may not be safe or appropriate in a shared campus housing environment that has a mandate to support the University's academic mission.

## **Part 1: ADMINISTRATION**

### **Interpretation of Terms**

In this Contract:

The occupant will be referred to as “you,” “your,” “resident,” “occupants,” “student,” “students”.

“Your accommodation,” “the accommodation” and “your room” refers to the room identified on your Contract.

- If you live in a one-bedroom apartment, two-bedroom apartment or three-bedroom apartment, it refers to your entire living space; and
- If you live in shared accommodation, it refers to your room and the living area you share with other occupants. The living area that you share with other occupants, together with your room and every other occupant's room is also referred to as your “unit”.

“Guest” refers to your designated roommate (if applicable) and anyone who you accompany on, invite, accept, or admit to the campus housing property (which includes but is not limited to all campus housing buildings operated by Campus Housing).

“Acceptance of Campus housing Contract Page” Occupancy Agreement Contract means the web form entitled Acceptance of Campus housing Contract created during your on-line acceptance process.

An “assessment” means a bill for an amount, determined by the University, that you owe to the University on account of one or more 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, your designated roommate or your guests cause to University campus housing facilities whether through accident, neglect or intent.

“Fees” mean the campus housing fees plus all other sums, amounts, charges and monies payable by you to the University pursuant to this Contract, including, without limitation, all assessments, costs, interest and amounts owing as a result of any breach of this contract.

“Move-In Date” means the date identified as such on your Acceptance of Campus housing Contract Occupancy Agreement Contract Page and the Contract Confirmation, unless otherwise agreed in writing by you and an authorized representative of YukonU Campus Housing.

“Move-Out Date” means the date identified as such on your Acceptance of Campus housing Contract Page and the Contract Confirmation, Occupancy Agreement Contract ID and Emergency Contact Card, unless otherwise agreed in writing by you and an authorized representative of YukonU Campus Housing.

“Campus housing fees” mean the campus housing fees applicable to your accommodation, as set out in Appendix I Schedule of Fees, which for greater certainty, include utilities and YukonU Internet. Telephone service is not included in campus housing fees.

“Campus housing property” means all campus housing buildings as well as the surrounding property, managed by YukonU Campus Housing.

“University” and “YukonU” mean Yukon University. Campus Housing is a department of the University Infrastructure and has the power and authority to act on behalf of the University in respect of this Contract. References to Campus Housing refers to the University, acting through, Campus Housing.

## **1.01 Binding Contract**

By clicking “Accept” on the Acceptance of Campus housing Contract Page created during your online offer acceptance process, you have accepted an offer from the University for accommodation in a student campus housing managed by Campus Housing. By accepting this offer you have confirmed that you agree to comply with the terms and conditions outlined in this Contract.

Prior to moving into your accommodation, you must:

- Pay the Damage Deposit, fill out and sign the Occupancy Agreement Contract Confirmation, ID and Emergency Contact Card and provide photographs requested by Campus Housing; and
- Provide payment of the campus housing fees in accordance with the Acceptance of Campus housing Contract Page and section 1.10 of the Contract.

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

## **1.02 Contract Term**

The Contract term commences at 9 am on the Move-In Date and ends at 12 noon on the Move-Out Date by which time you must have vacated and surrendered your accommodation to the University.

## **1.03 Room Assignment**

Units are assigned at the discretion of the Campus Housing Office. Requests for specific floors or Units included in the Application Form are not guaranteed but may be approved at the discretion of the Housing Operations Coordinator.

Mailing Address:

(Name) (Unit Number), (Building Number) University Drive Whitehorse, Yukon Y1A 5K4

\*Building numbers are 500, 510 or 520 University Drive.

## **1.04 Wi-Fi Agreement**

A free wireless network is available in Campus Housing buildings. Access to the wireless network is granted by Yukon University under the following conditions:

- Use of the University wireless network is at your own risk;
- Access to the network is provided as is;
- Uninterrupted service and specific rates of network speed are not guaranteed;
- Technical support is not available for Occupants attempting to access the wireless network;
- You are responsible for ensuring you have the appropriate compliant wireless card and are running up-to-date antivirus and antispyware software on their wireless device(s);
- The University may restrict traffic on the network to ensure its primary services are not disrupted.
- You are encouraged to be conservative with downloads. Excessive downloading may lead to restricting or stopping the service for the effected Campus Housing building.

You are responsible for any actions that originate from their device(s). Any action that causes damage or otherwise disrupts the service, other devices or other users of the wireless network may be traced to the originating device. Where such actions are traced to your device, you will be responsible for any associated costs and be subject to disciplinary action. The Yukon University wireless network is not to be used for:

- commercial use;



- offering of DHCP or Domain Name Services (DNS);
- file-sharing or other bandwidth intensive applications that may degrade quality of service;
- distribution of pornographic materials;
- malicious actions;
- harassment; or
- copyright violations.

### **Accessing the wireless network**

If you do not have a student account, please sign into the Guest wireless network. Your email address is required.

Note: Student computer accounts will be activated the day after you register for your courses.

Sign in to the YukonU wireless network:

At the Ayamdigut Campus, select the Yukon-University network.

USERNAME: firstname.lastname

PASSWORD: Use your Office 365 account password

If you are having difficulty accessing Wifi- these are the steps to follow:

1- Review IT page about New Yukon University Wireless

<https://help.yukonu.ca/kb/faq.php?cid=22>

2- Enter a Help Ticket to IT department – not Campus Housing. Click on this link:

<https://help.yukonu.ca/>

Click on Open a New Ticket

Choose IT/Network and Internet



[Support Center Home](#)

[Knowledgebase](#)

[Open a New Ticket](#)

[Check Ticket Status](#)

## Open a New Ticket

Please fill in the form below to open a new ticket.

### Contact Information

Full Name \*

Email Address \*

Phone Number

 Ext: 

### Help Topic

IT / Network and Internet

Course Registration

Facilities

Facilities / Asset Disposal

Facilities / Campus Housing

Financial Aid

International Enquiries

IT / Account Creation

IT / Banner

IT / Classroom AV

IT / Classroom Orientation Request

IT / Computer Hardware

IT / Desktop Phones (VOIP)

IT / EMS

IT / IT Purchase Request

IT / Login Issues

IT / Network and Internet

IT / Office 365

IT / Printers

IT / Software Installs and Upgrades

Library

Marketing / Website

multiple users. Needs resolution in the next hour.

ancement requests. Resolution in one week.

## Private Service Outlet

All units are wireless internet, telephone, and cable ready. Private service is available at your own expense. You can request any of these services by contacting a local service provider (e.g., Northwestel) to arrange activation. The following actions are not permitted:

- Use of personal wireless devices that interfere with the wireless network provided by the university, including routers and cordless telephones;
- Installing or using satellite dishes or other telecommunications equipment or services not approved by

Campus Housing;

- Tampering with the cable, cable splitting or splicing, diverting the signal or attempting any other unauthorized access.

## **1.05 Type of Contract**

You agree that this Contract creates a licensee/licensor relationship.

As stated in Section 3(b) of the Yukon Residential Landlord and Tenant Act: “This Act does not apply to living accommodation owned or operated by an educational institution and provided by that institution to its students.” While living at Yukon University Campus Housing, you are therefore bound by your Housing Contract. Each Housing Contract is

made up of multiple documents issued by the Campus Housing Office that outline standards of behaviour and procedures required of all occupants and guests while on Campus Housing property: Campus Housing Agreement, Schedule of Fees, Campus Housing Handbook, any contract amendments, as well as notices issued from the office and documentation created through the disciplinary process. Additionally, you are required to abide by all federal, territorial, and municipal laws, regulations and bylaws, University rules, policies, and procedures. If, at any time, there is a discrepancy between matters dealt with within the Campus Housing Agreement and any other document listed above as part of the Housing contract, the provisions of the Campus Housing Agreement contract shall prevail. The Campus Housing Office reserves the right to amend any part of the Contract at any time if occupants are notified of such amendments in writing.

## **1.06 Eligibility**

### **1. Age Criteria**

- a. Unless you are otherwise authorized in writing by Campus Housing, you must be 19 years of age by August 31, 2023 to reside at YukonU Campus housing.

### **2. Academic Criteria**

To remain eligible to reside in your accommodation, you must:

- a. be and remain registered in a minimum of 9 credits per term in YukonU undergraduate academic credit courses during the 2024-2025 fall and winter terms.
  - b. be and remain registered in a full-time student at YukonU. For the purposes of this Contract your registration in a program that has a “Program Completion and Closure Date” which is the date the University considers your academic program to be concluded. This is different from the date of your convocation; or
  - c. has been granted permission in writing from the Housing Operations Coordinator of Campus Housing.
3. Should you no longer be eligible for occupancy in YukonU Campus housing (for example you have completed your program) you must, within two (2) days of such change in status, provide written notice to Campus Housing and vacate the accommodation within two (2) days.

## **1.07 Assignment Policy**

The University will not discriminate in room or unit assignments based on race, color, religion, place of origin, ancestry, or sexual orientation.

The University will attempt to honor, but does not guarantee, your request for a particular type of accommodation. Failure to provide your preferred accommodation will not invalidate this Contract. The University reserves the right, without notice, to assign or change roommates, to change accommodation assignments and/or to consolidate vacancies by requiring you or other occupants to move from one accommodation to another. This may include requiring you:

- To move to a different campus housing area, floor, building or different type of room or unit.
- If this happens to you, you are required to pay the campus housing fees stipulated for the new accommodation.
- To a unit located above the ground floor. Nevertheless, please note that elevators do break down occasionally, and may be out of order for an extended period. Inconveniences may occur for those who are unable to navigate stairs. The University will take action to repair any malfunctioning equipment promptly, however it is not responsible for service disruptions which limit

access to your accommodation.

Mobility aids or devices (for example wheelchairs, mobility scooters) are to be kept in your campus housing bedroom unless written permission to store them elsewhere has been obtained from the Housing Operations Coordinator.

### **1.08 Compliance with Laws, etc.**

You agree to the terms of this Contract and to abide by all federal, territorial, 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 Campus Housing. To the extent that there is any discrepancy between matters dealt with both in this Contract and any other publication of Campus Housing the provisions of this Contract shall prevail.

### **1.09 Contract Changes**

Changes may not be made to the terms of this Contract without the written permission of the Housing Operations Coordinator, Campus Housing. During the term of the Contract, the University may unilaterally change or delete any provision of this Contract or add provisions to this Contract (each, a change) by sending you an email notification to your YukonU student email address or by written notification delivered to your accommodation or by posting a notification in the building in which your accommodation is located. 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 Housing Operations Coordinator, Campus Housing, the health or safety of any person may be adversely affected by a delay.

### **1.10 Unit Condition Report**

A Unit Condition Report is provided to you when you move-in and you are responsible for:

- Reviewing the condition of your unit;
- Recording any pre-existing damage; and
- Returning the completed Unit Condition Report to the Campus Housing Office within 48 hours after moving in to ensure the condition of the units is accurately recorded.

- Failure to return your Unit Condition Report to the Office will result in a service charge. In such cases, you also forfeit your ability to appeal damage service charges and will be financially responsible for all charges assessed when you move out.

### **1.11 Rates and Payment**

You agree to pay the campus housing fees for the accommodation assigned to you, including, where applicable, the size of the accommodation according to the payment schedule attached hereto as Appendix I.

1. Failure to pay the first instalment of campus housing fees by or on the date it is due will lead to forfeiture of your accommodation assignment.
2. Charges for campus housing fees will continue until you complete the contract termination and check out process in section 1.12. Please note that the following terms apply to all fees and payments required by Campus Housing (i.e.: campus housing fees, , assessments, et cetera):
  - a) Post-dated cheques will not be accepted.
  - b) A \$35 service charge will be levied on all cheques returned by your bank for any reason. You will pay all fees that may be imposed by the University from time to time in respect of failed electronic financial transactions, including, without limitation, electronic funds transfers and Interact transactions where, after initial processing, the transaction is cancelled or voided due to insufficient funds.
  - c) Late payments may not be accepted. If a late payment is accepted, it will be subject to late payment fees as follows:
    - » First late payment - \$25
    - » Second late payment - \$25
    - » Third late payment - \$50
    - » Fourth and any subsequent late payments \$75 ea.

### **1.12 Departure Prior to the Move-Out Date**

You may terminate the Occupancy Agreement Contract and vacate the accommodation prior to the Move-Out Date if all the following conditions are met:

1. You must provide at least 30 days written notice of your intention to vacate the accommodation to Campus Housing using EREZLIFE
2. The proposed end date must be at least four months after your first occupancy of the accommodation.

If one or both conditions are not met, you will be charged an amount equal to thirty (30) days of campus housing fees.

Please note that if you are no longer be eligible for residency in YukonU Campus housing (for example you have completed your graduate program) you must provide notice to terminate this Contract within the timelines and in accordance with section 1.06(3).

You will be considered to have vacated your accommodation when all keys have been returned to the Campus Housing Office, all check-out procedures have been followed, including signing the check-out documents at the Front Desk; and all persons and personal possessions have been removed from your accommodation.

For greater certainty, this section applies regardless of whether you have actually moved into your accommodation (i.e. even if you do not check in).

In the following cases, at the discretion of Campus Housing, the 30-day notice period may be fully or partially waived:

- a) You are not admitted to YukonU; or
- b) You have a substantiated medical reason preventing University attendance; or
- c) Your courses have been canceled by the University; or
- d) You are no longer a student of the University (due to loss of student status or
- e) \withdrawal); While letters from the Admissions Office communicating a change in student status will be cc'd to Campus Housing, the onus is on you to inform the Campus Housing Office of any change.
- f) Part-time students may be approved for housing at the discretion of the Housing Operations Coordinator
- g) If you are no longer a student, you will have 48 hours to vacate Campus Housing, unless otherwise instructed by the Housing Operations Coordinator. Failure to inform the Office of a change in student status may result in immediate termination of the Occupancy Agreement.
- h) When vacancy permits, non-students or part time students may be approved for Campus Housing. or
- i) you can demonstrate unusual or compelling circumstances which, in the
- j) judgment of the Director, Campus housing, merit special consideration.

In each of the cases above you will be required to provide documentation satisfactory to Campus Housing to substantiate your request.

### **1.13 Termination of the Campus Housing Occupancy Agreement Contract by the University**

If at any time:

1. you fail to pay when due any of the fees stipulated in the Occupancy Agreement Contract;
2. you fail to pay when due any assessments assessed pursuant to the terms of the Occupancy Agreement Contract.
3. the University 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.
4. you no longer meet the eligibility requirements for residency in your accommodation.
5. the Housing Operations Coordinator, Office of the Registrar/Admissions has revoked the approval to attend courses.
6. you have failed to pay, when due, monies owed to Campus Housing with respect to matters other than the Occupancy Agreement Contract.
7. you have violated University rules, policies or procedures and/or the campus housing standards and regulations as stated in Part 2 and Part 3 of this Contract, as they may be amended from time to time.
8. you fail to provide the requested recent photographs and other information required to complete the Contract Confirmation, ID and Emergency Contact Card; or
9. you breach any provision of the Occupancy Agreement Contract; then, in addition to any other available remedies, the University may, without notice, terminate this Contract, re-enter, and take possession of your accommodation, remove you and all other persons and property, and use such force and assistance as the University deems necessary to take possession of the accommodation.

In the event of termination of this Contract and eviction, you will remain indebted for any fees, including assessments accrued pursuant to the terms of the Occupancy Agreement Contract and any that may arise:

- from your occupation, use of and departure from your accommodation and the campus housing;



- due to the cost of cleaning or repairing your accommodation including the cost of storing and disposing of any possessions left in the accommodation;
- otherwise from your failure to comply with the terms of the Occupancy Agreement Contract, including, for greater certainty, fees for the balance of the Contract term remaining after your eviction.

### **1.14 Overholding**

If you remain in occupation of your accommodation after the Move-Out Date or your eviction date, no new right of occupation is thereby created and the University may, without notice, re-enter and take possession of your accommodation, remove you and all other persons and property, and use such force and assistance as the University deems necessary to retake possession of your accommodation. In this situation, purported campus housing

fee payment(s) processed through the University's online payment process shall not be effective to create any new or continued right of occupation unless such right of occupation and acceptance of payment are expressly agreed to in writing by the Housing Operations Coordinator. If Campus Housing has provided such written agreement, then any right of occupation that is thereby created shall be for the period contained in such written agreement, at the campus housing fees previously payable for your accommodation and subject to the terms of this Contract, as applicable for the occupancy period.

In no case shall any acceptance of campus housing fees for your accommodation for any period after the Move- Out Date of this Contract result in any right of occupancy greater than a right to occupy your accommodation from month to month (meaning, for greater certainty, terminable by you or the University at any time on one month's notice), at the campus housing fees previously payable for your accommodation, and not from year to year and shall be subject to the terms of this Contract so far as the same are applicable to a right to occupy from month to month.

### **1.15 Vacating Your Accommodation**

Vacating your accommodation means completing the check-out procedures at the Campus Housing Office returning all keys to the Campus Housing Office (and removing all persons and personal possessions from your accommodation no later than 12 noon on the Move- Out Date applicable to your contract term.

If your accommodation is a shared unit, you are supplied with one mattress pad. Upon check-out you must leave the folded mattress pad on the bed (not in a drawer, on a shelf, in a closet, with your roommate, or anywhere else). Failure to do so will result in an assessment of the missing item.

If you fail to provide vacant possession when required pursuant to this Contract, then in addition to the University's other remedies, you will pay all the University's costs arising from such failure to vacate including, without limitation, the cost to the University incurred to clean your accommodation and to provide hotel and meals for the incoming resident who is scheduled to take possession of your accommodation.

You acknowledge that any of your personal property and the personal property of your guests remaining at the campus housing property after the termination of this Contract (whether by expiry, early termination, or abandonment), will be removed and disposed of without compensation to any person. You agree that the University will be under no obligation to store any such belongings remaining in the accommodation or to sell them or otherwise recover their value. In the event the University chooses to store any property left in your accommodation you are responsible for the University's cost of doing so, and any subsequent disposal costs.

### **1.16 Assignment and Unauthorized Occupancy**

You are alone and, if expressly permitted pursuant to this Contract, your designated roommate, 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 the University. Without limiting the forgoing, allowing people to stay in your accommodation using short-term rental services (for example - Airbnb) is not permitted even if you are also present in the accommodation at the same time. This is so even when money or other consideration are not exchanged. The University's authorization is exercised by the University in its absolute discretion and may be withheld or withdrawn for any reason. Unauthorized assignment, "subletting," lending or sharing is a breach of this Contract and will result in the immediate eviction of the other person(s) occupying or sharing your accommodation and may result in the University evicting you.

### **1.17 Abandoned Accommodation and Personal Property**

Your accommodation and your and any of your guests' personal property may be deemed by the University to be abandoned when:

1. a substantial amount of your personal property is removed, and your campus housing fees are unpaid after the date that they are due; or
2. your campus housing fees remain unpaid after the date they are due, and the

University has not received a response from you for a period of 14 days after sending you notice.

If the University deems your accommodation to be abandoned, the University may re-enter your accommodation and, in addition to any additional rights the University may have, the University

may re-rent your accommodation. In that event, re-entry may be made without notice to you and without liability to you for any damage or prosecution.

You acknowledge that in the case of abandonment, the University will remove and dispose of your and any of your guests' personal property without compensation to you or your guests (as the case may be). You agree that the University will be under no obligation to store such belongings or to sell them or otherwise recover their value.

### **1.18 University's Performance**

The University, inasmuch as it is within the University's control, will provide the accommodation pursuant to the terms and conditions stated in this Contract.

To the extent that the University is unable to fulfill, or is delayed or restricted in fulfilling, its obligations under this Contract by any cause beyond its control, the University 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 foregoing, the University shall not be responsible for:

- failing to meet its obligations under this Contract due to a strike by its employees, a lock-out of employees by the University or any other form of job action or labor unrest, acts of God including fires, floods, storms, earthquakes, intervention by civilian or military authorities, acts of war, acts of terrorism, public health emergencies, or new or amended federal, territorial, or local government laws, regulations, bylaws, or policies; or
- the failure to provide any utility to the accommodation, or a reduction in the quality or quantity of a utility, whether such utility is provided by the University or by third party providers.

### **1.19 Liability**

The University 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, whether this may occur in your accommodation or on the campus housing property, including storage facilities. The University is not responsible for any injury, death, damage or loss whatsoever caused to you or your guests while in or about your accommodation, the campus housing property, or the University campus or while engaged in activities organized or sponsored by the University. Without limiting the generality of the foregoing, the University shall not be responsible for injury, damage or loss to you or your guests due to:

- the use of campus housing facilities and equipment, including but not limited to exercise equipment, sports equipment, barbecues, basketball courts;
- taking part in socials, dances, or other organized or sponsored activities; and
- taking part in organized or sponsored off-campus activities including hikes, ski trips and tours.

You agree you will not do, or permit to be done, any act or thing which may render void or voidable any insurance policy of the University. You agree to indemnify and save harmless the University from and against any expense, loss or damage suffered by the University by reason of your breach or non-performance of any term of this Contract.

## **1.20 Insurance**

The University carries insurance for its own benefit. The University does not provide you with general insurance, liability insurance or property insurance for your personal belongings. The University strongly advises you to obtain a residential insurance policy that covers:

1. loss of personal property situated in your accommodation or elsewhere on the campus housing property including without limitation storage rooms;
2. liability for loss or damage to the property of others (including YukonU's property); and
3. liability for personal injury to others.

Insurance may be available as an extension of your family's home insurance policy, or you can obtain your own insurance package. See Appendix II for more information.

## **1.21 Damages and Costs**

You agree to pay for damages, lost property or extraordinary service or administrative costs you, your designated roommate, or your guests cause to university campus housing facilities whether through accident, neglect, or intent.

All occupants of a unit may be assessed for cleaning, damages, lost property, or extraordinary service costs where the person(s) responsible cannot be ascertained by the University but where the damages, lost property, or excessive mess were reasonably believed by Campus Housing to be caused by one or more occupants of a unit. Where charges and costs have not been paid by the specified date, a late fee will be added.

Failure to pay assessments may result in denial of future campus housing assignment or eviction from campus housing. To appeal an assessment, you must contact Housing Operations Coordinator. Appeals will only be considered if you are not in arrears for any other fees, charges or amounts owed to Campus Housing.

a) Payment of a Damage Deposit is part of your Housing Contract and details can be found in your Schedule of Fees.

b) Upon move-out, you are required to leave your unit and its contents clean, empty of all personal possessions and in the same condition as when you moved in. As part of the move-out assessment, staff will refer to your Unit Condition Report and will inspect the unit and assess its condition and any damage and/or associated costs.

c) Damage Deposits will be reimbursed in full except where outstanding Fees or Service Charges are deducted from the deposit amount. Service Charges (plus GST) may include: Cleaning Fees: If custodial or cleaning services are required after you move out of your Unit. Lost Keys/Swipe Cards: If you have lost or failed to return your keys upon move out.

Garbage Removal: If you leave anything in the Unit after you move out, including personal items, furniture, garbage, recycling, or food. Damage: If you have damaged anything in your Unit during your stay. The cost of repairing any damage, such as to the floors, walls, furniture, appliances, and fixtures will be assessed at their full cost of either repair or replacement.

## **1.22 Room Entry**

• Authorized personnel of the University may enter your accommodation, without prior notice for any of the following reasons:

- to ensure the health and safety of any member of the community;
- to investigate or take action to address an ongoing source of disruption or nuisance to the community;
- to make emergency repairs to your accommodation or to investigate the need for urgent repairs to any portion of the campus housing property;
- to make repairs to your accommodation that have been requested by you or a previous occupant;
- to inspect for pests as described in section 1.27 (Pest Treatment);
- where it is believed you are in breach of a material term of this contract, for the purpose of investigating that breach,

- you have granted them permission to enter;
  - the University believes you have abandoned or vacated the accommodation; or
  - to provide access to emergency responders, including RCMP, to ensure the health and safety of any member of the community.
- Authorized personnel of the University may enter the common area of shared accommodation without prior notice to:
- access accommodations for any of the reasons in section 1.27 above;
  - deliver a written notice or communication to the bedroom door of a resident occupying the shared unit;
  - make requested repairs to the bedroom of a resident occupying the shared unit; or
- A minimum of 24 hours' notice will be given to enter your accommodation for reasons other than those identified in sections 1.18(1) or (2), including but not limited to the following:
- to inspect the condition of your accommodation or shared living space, other than in situations described in section 1.18 (1) or (2);
  - to renovate, alter or make repairs or deliveries which in the sole discretion of the University are necessary or desirable;
  - to deliver the service and treatment described in section 1.31 (Pest Treatment).
- There will be two mandatory room/unit inspections every term. Occupants will be provided twenty-four hours (24) notice.

### **1.23 Arrivals**

You may check into campus housing at the front desk of your campus housing after 9 am on your Move-In Date. Occupants may not arrive earlier than the Move-In Date unless they have written permission from the Housing Operations Coordinator.

### **1.24 Early Arrivals**

Written permission to arrive early may be permitted in certain limited circumstances. Please contact Campus Housing for more information.

### **1.25 Late Arrivals**

If you plan to arrive more than five (5) days after your Move-In Date, you must notify Campus Housing in writing. If you do not move into your accommodation within five (5) days of your Move-In Date, this Contract may be cancelled, and your accommodation will be reassigned without further notice.

### **1.26 Delivery of Personal Property**

The University will not accept personal property delivered anywhere on the campus housing property prior to your arrival. You are required to decide to have all personal property held in storage off campus until you have checked into campus housing. After you have checked into campus housing the University will accept delivery of items to the Campus housing Front Desk provided always that the Campus housing Front Desk Staff will not accept:

- packages that require payment for delivery, customs, taxes or other fees;
- furniture, appliances or other large or heavy objects or equipment;
- items that in the opinion of the Front Desk Staff are dangerous or illegal or otherwise pose health hazards;
- items that in the opinion of the Front Desk Staff are impractical to store in the storage facilities at the Front Desk.

It is your responsibility to confirm in advance whether Front Desk Staff will accept any item and you are responsible for any costs associated with the refusal of Front Desk Staff to accept items. The University does not accept any responsibility for the safekeeping of items delivered to the Campus Housing Office or otherwise delivered to the campus housing property, even when signed for or accepted at the Campus Housing Office.

### **1.27 Housekeeping**

Following check-in, you have two (2) days to complete a “room inventory and condition” report available via the Erezlife. This will create a report regarding the condition of your accommodation (i.e. any existing damage), and the condition of and/or any missing inventory items. After your

departure the room and common areas and their contents will be inspected. Any missing items, damage not documented on the room inventory and condition report, or required cleaning will be assessed to you and/or deducted from any campus housing fee refund. Submission of the online room inventory and condition report is an integral part of any assessment appeal consideration. If there is a question regarding responsibility for damages to the room or unit or furnishings, this report will be used in determining responsibility for the damages. Failure to complete the report may result in you being assessed for all damages and missing items.

Common areas in units will be inspected from time to time during the year to ensure they are kept clean and safe. If you fail to keep common areas/units clean it will result in assessment and/or the possible relocation of you or other occupants, and/or denial of a future campus housing offer.

## **1.28 Repairs and Alterations**

Campus Housing buildings, facilities and grounds are the property of the Government of Yukon. Yukon University is the designated property manager and is committed to providing a safe and supportive environment for students living in Campus Housing.

You agree to cooperate with Yukon University in the care and maintenance of your unit and agree to promptly notify the Campus Housing Office of any accident, damage, or defect. Broken windows, clogged drains and faulty electrical outlets must be reported to the Campus Housing Office immediately.

You can contact the Campus Housing Office for assistance with temperature adjustments and other minor repairs in person, by phone or by email. All maintenance requests must include your name and Unit number, the area the problem is in and as much detail about the problem as possible.

The Campus Housing Office communicates all maintenance issues to the Government of Yukon who then schedule government employees or private contractors to do the maintenance work. You must permit maintenance personnel and other Yukon University agents to enter your Unit for such purposes as are required to carry out maintenance and repair work. Where you have put in a maintenance request, repairs will be done without prior notice and whether you are in the unit at the time.

Campus Housing endeavors to provide twenty-four (24) hours' notice for scheduled maintenance and inspections in the Units whenever possible.

You may be held financially liable for repairs under the following circumstances:

- Where damage to a Campus Housing building results from your failure to notify the Campus Housing Office of any accident, damage defect in your unit;
- Where you have left windows or doors open allowing the plumbing to freeze or damage caused by rain;



- Where you, your family members or guests have caused damage or loss to University facilities, property, and equipment.

In the case of a freeze-up, flood, or fire in your Unit where you have been determined by Campus Housing staff not to be negligent, the University is responsible for all damage to the Unit itself, but you are responsible for your own property. If determined negligent, you are responsible for all costs.

All repairs and alterations to accommodation will be carried out by the University. Occupants are prohibited from repairing or altering the exterior or interior of their room or unit and should report any required repairs using the Online HELP Ticket at

<https://help.yukonu.ca/open.php> .

Enter a Help Ticket to eRezLife directly. (Not Campus Housing Office). Click on this link: [https://yukonu.erezlife.com/app/one.php?manager=FormView&form\\_type\\_id=8](https://yukonu.erezlife.com/app/one.php?manager=FormView&form_type_id=8)

Click on the link,

Without limiting the forgoing, occupants are prohibited from painting or wallpapering their accommodation or attaching mailboxes, planters, satellite dishes, signage of any kind or any other thing to the exterior of their room, unit or any campus housing building(s).

## **1.29 Pest Treatment**

A pest control company is contracted to come in several times throughout the academic year to inspect Campus Housing buildings and spray if necessary.

You shall not allow conditions to exist that, in the opinion of Campus Housing, may encourage the infestation or propagation of insects, rodents or other vermin. You are required to promptly report the presence or suspected presence of pests (including bedbugs) in your accommodation to Campus Housing. In accordance with section 1.18, personnel authorized by the University may enter your accommodation, when possible, you will be given twenty-four (24) hours' notice if units need to be inspected.

without notice and without your presence, to inspect for pests. Should, in the opinion of Campus Housing, treatment be required, you will be required to comply with the prescribed treatment methods and protocol which may include preparing your accommodation for scheduled treatment. 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. Should you fail to prepare

your accommodation for treatment in accordance with instructions from the University, or otherwise fail to follow the University's directions regarding pest treatment, you may be held responsible for the cost of rescheduled or additional treatments of your accommodation, or of other portions of the campus housing property.

### **1.30 Construction and Maintenance**

There are on-going maintenance, renovation and construction projects taking place in and around the campus housing. The work typically takes place during regular business hours but may begin earlier or extend into evenings or weekends. On-going construction or renovation projects may 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 interruption of some services. Occupants may be required to relocate temporarily or permanently to facilitate construction or renovations to their campus housing area. There will be no compensation or reduction to your campus housing fees due to disruption and/or relocation.

### **1.31 Storage**

There are few storage spaces available at YukonU Campus housing.

A resident in a shared unit may not store another person's belongings, (for example - a former roommate's belongings) in a common area of the unit including designated common storage areas of that unit.

### **1.32 Transfers**

If you wish to change accommodation after moving into campus housing, you may request a transfer to other accommodation. Transfers are not guaranteed and must be approved by the Housing Operations Coordinator, Campus Housing. Unauthorized transfers may result in you being required to move back to your assigned accommodation and/or standards action. You are required to pay the difference in campus housing fees when you move to more expensive accommodation. Refunds due to a transfer to less expensive accommodation will be credited to your account. You agree to be bound by the terms of the contract governing your new accommodation.

### **1.33 Transportation and Parking**

- **Parking and plug-ins**

Designated parking areas near the Campus Housing and University buildings are provided for students. However, there are no individually assigned parking spots. All parking at Yukon University is free and cold-weather plug-ins are available on a first come, first available basis. The plug-ins are maintained by the Government of Yukon and run on scheduled interval timers in the winter once the outdoor temperatures drop below -20C. Vehicle owners are responsible for supplying their own extension cords. Vehicles parked in restricted areas, such as Yukon Research Centre (spaces marked YRCE) or not parked properly (e.g., blocking other vehicles) will be towed at the owner's expense. You may be requested by the Campus Housing Office or security to move your vehicle for snow removal or other maintenance activities, and you are expected to comply. The Campus Housing Office is not responsible for damage or loss to any vehicle or its contents.

- **Bicycles**

Bicycle theft is a community concern including the University campus. Good quality locks or chains are recommended for all bicycles. Bicycles must not be stored in hallways, lounges or in areas that impede exit from buildings. Bicycles must be stored on racks or bars designed for that purpose. Bicycles found in any other areas (for example: attached to posts, railings, trees, et cetera) will be removed without compensation to the resident or to the owner of the bicycle (if not the resident).

Abandoned bicycles are common at campus housing. Periodically the campus housing bicycle racks/bars will be inspected, and bicycles that appear to be abandoned will be tagged for a reasonable notice period, as set out on the tag. If the resident does not deal with their bicycle in the manner set out in the tag or otherwise remove the bicycle, after the expiry of the notice period the University will remove and dispose of such bicycles. The University shall not reimburse or otherwise compensate any resident nor the owner of any bicycle (if not the resident) for loss or loss of use of a bicycle deemed to be abandoned and disposed of in accordance with this section.

## **Theft or Damage**

The University is not responsible for theft or damage to cars, bicycles, motorcycles, mopeds, scooters, or any other vehicle, or any contents stored on or within them.

## **Safety and Security**

Safety and Security Officers are on campus 24 hours a day, 7 days a week to promote safety and respond to security concerns. For disturbances, complaints, safe walk assistance, and general after-hours assistance, call 867 334 6042. If leaving a message, state your name, unit number and the type of assistance required as clearly and briefly as possible. If you have reason to believe you are at risk or in imminent danger, call 911 immediately (or 9-911 if from a Campus Housing landline).

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 is not limited to, locking your door(s) and window(s) (even on upper floors and upper story balconies), not forcing, or propping open building entrance doors, not permitting unknown persons into campus housing buildings, and immediately reporting strangers or security concerns. You are not permitted to copy any key or key card provided by Campus Housing.

### **Tips From Safety and Security**

Safety & Security Services would like you to keep the following personal safety tips in mind when on campus:

- ✓ Familiarize yourself with fire safety and evacuation procedures (refer to section # ; fire maps are in each unit).
- ✓ Keep your door and windows locked, especially when you are sleeping or not occupying the room.
- ✓ Do not lend your keys to others.
- ✓ Report all damaged locks, lights and other safety hazards to the Campus Housing Office for repair.
- ✓ Do not leave valuables unattended in a visible location or common space
- ✓ Do not store large amounts of money in your unit.
- ✓ Ensure that personal belongings are covered under an insurance policy.
- ✓ Do not prop any doors open.
- ✓ Do not open doors for people or grant entry to people other than your own guests.
- ✓ Report any suspicious person(s) or behaviour.
- ✓ Be animal smart (informational posters in are in each unit).
- ✓ Walk with a friend on walking trails and use well-traveled and well-lit roads and pathways.

## Yukon University Emergency Procedures

**Emergency: 911**

**Safety and Security: 334-6042 or speed dial 222**

### POWER OUTAGE

- ◆ Remain calm. Stay put.
- ◆ Emergency lights will come on.
- ◆ Turn off electrical equipment.
- ◆ Open the door to hear updates.

### VIOLENCE/THREAT

- ◆ Do not confront a violent or potentially violent person.
- ◆ Call 911 if feeling threatened.
- ◆ Defend yourself from attack.
- ◆ Offer exit strategies.

### EVACUATION

- ◆ When you hear a fire alarm or evacuation order – leave immediately via evacuation route, or nearest exit.
- ◆ Do not use elevator.
- ◆ Gather at your muster point.
- ◆ Do not re-enter the building until "All Clear" is given.

### MEDICAL EMERGENCY

- ◆ Administer First Aid if qualified, or call loudly for help.
- ◆ If necessary, call 911.
- ◆ Notify Safety and Security 334-6042 or speed dial 222.

### HOSTAGE TAKING

- ◆ Do everything hostage taker says.
- ◆ Speak only when spoken to.
- ◆ Remain calm.
- ◆ Be patient and observant.
- ◆ Contact 911 when able.

### FIRE

- ◆ Shout "Fire! Fire! Fire!"
- ◆ Pull the nearest fire alarm.
- ◆ Call 911.
- ◆ Do not attempt to extinguish the fire unless you are trained.
- ◆ Evacuate the building.

### WILDLIFE ENCOUNTERS

- ◆ Make noise to let bears know you're in the area.
- ◆ If the bear is staying still, back away slowly, but DON'T RUN.
- ◆ If the bear is focused on you and keeps approaching as you back away, try standing your ground, raising your arms and speaking loudly.
- ◆ Leave the area.

### LOCKDOWN

- ◆ Go to nearest room. Lock it.
- ◆ Close blinds. Turn off lights.
- ◆ Silence cellphones. Call 911.
- ◆ Stay in place until Police give the 'All Clear' message.
- ◆ Ignore Fire Alarm, unless you observe fire or smoke.

### MAJOR EXPLOSION

- ◆ Take immediate shelter under tables, desks or other objects.
- ◆ Cover face and head with your arms.
- ◆ Stay put until the effects of the explosion have subsided.
- ◆ Pull the nearest fire alarm.

### SUSPICIOUS ITEMS

- ◆ Look for inappropriate or unusual labeling or package characteristics.
- ◆ Report to Safety and Security 334-6042/speed dial 222, or to your direct supervisor.
- ◆ Do not touch, move or dispose of the suspicious package.

### CHEMICAL SPILL

- ◆ Do not go near the chemical.
- ◆ Warn others in the vicinity.
- ◆ Move to a safe location.
- ◆ Call Safety and Security 334-6042 or speed dial 222.
- ◆ Call the Spill Line: 667-7244.

### BOMB THREAT

**Receiving a threat via phone:**

- ◆ Keep caller on the phone as long as possible.
- ◆ Record all the details.
- ◆ Alert someone while on the phone with the threat maker.
- ◆ Immediately after - dial 911.
- ◆ Notify Safety and Security at 334-6042 or speed dial 222.

### EARTHQUAKE

- ◆ If inside – stay inside. Drop, cover, and hold under tables or desks.
- ◆ If outside – move away from structures.
- ◆ Be prepared for aftershocks.

### **1.34 Protection of Privacy**

Personal information in possession of Campus Housing about the resident will not be released to persons outside the University administration, including family members or friends, without the written consent of the applicant, unless permitted or required by law. In accordance with the Freedom of Information and Protection of Privacy Act, YukonU permits information to be shared among university employees if it relates directly to and is necessary for fulfilling the requirements of their role. This is especially important when the health and/or safety of an individual or the community may be at risk.

### **1.35 Pets**

Occupants are not permitted to keep pets or animals in the accommodation or on the campus housing property, even temporarily. Guests may not visit the accommodation with pets or animals.

### **1.36 Student Status**

Campus Housing is reserved for full-time Yukon University students. While letters from the Admissions Office communicating a change in student status will be cc'd to Campus Housing, the onus is on you to inform the Campus Housing Office of any change.

Part-time students may be approved for housing at the discretion of the Housing Operations Coordinator

If you are no longer a student, you will have 48 hours to vacate Campus Housing, unless otherwise instructed by the Housing Operations Coordinator. Failure to inform the Office of a change in student status may result in immediate termination of the Occupancy Agreement.

When vacancy permits, non-students or part time students may be approved for Campus Housing.

## **Part 2 Community Living Standards**

Campus Housing Community Standards are the foundation of a safe and secure living environment and have been established to ensure that students who choose to live on Campus are able to live in a community conducive to academic success, social interaction, and personal growth. These Community Standards are an important part of the Housing Contract with Yukon University Campus Housing. Created with the best interest of the Occupants and community in mind, you are expected to understand, respect, and uphold these Standards with no exception.

The well-being of the campus housing 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 everyone is aware of their rights and accompanying responsibilities to themselves, others and the community.

The following guiding principles are the foundation of our Campus housing Standards.

- Every person in the community can expect consideration and respect for their feelings and needs, and in return has the responsibility to conduct themselves in a civil manner and to show respect for the rights of every other person in the community;

Every person in the community can expect to live in an environment where their possessions and communal space are shown respect by every other person.

Yukon University expects that its students take responsibility for all choices they make, both good and bad. You are therefore encouraged to use sound judgement and reasonable foresight in choosing actions that do not place the safety or wellbeing of yourself or others at risk. Inappropriate behaviour will have a direct impact on your experience as well as that of the community. The well-being of those residing in Campus Housing, therefore, rests on the appropriate behaviour and mutual respect of all Occupants. You will be held fully accountable for your actions as well as the actions of your co-occupants and/or guest(s).

Living in Campus Housing is a privilege, and each Occupant has the responsibility to function within the Community Standards in order to maintain this privilege. Living with others in Campus Housing is different from living in private accommodation and what you may feel comfortable with within a private setting may not be appropriate in a shared living environment. Violations or actions that contribute or facilitate to a violation of any of the following Standards will result in you entering the Disciplinary Process. If you choose to be or happen to be part of a group that is violating the Standards, you may collectively and/or individually be held responsible for the violation.

## **2.01 Children & family**

- a) You are responsible for the behaviour of your children and accountable for any violations that may occur. Supervision is always recommended.
- b) Outside of participating in a university program, children are not permitted to play in any area inside university buildings. Children are to yield use of the common areas and the computers to Students for study purposes.

## 2.02 Human rights

- a) Yukon University is committed to providing a safe environment for all members of the University community. The University will ensure that Campus Housing buildings, facilities, common areas, grounds and property are free from discrimination, harassment, and violent, abusive or illegal behaviour and will take whatever actions or steps it deems reasonable and necessary to prevent the infringement of the rights of any individual.
- b) You are responsible for your own behaviour and the behaviour of your co-occupants and guests and, as such, are required to work cooperatively with Campus Housing staff to ensure that all individuals have equal access to a positive and supportive living environment regardless of race, religion, gender, disability, sexual orientation, political affiliation, or other grounds protected against discrimination under the Yukon Human Rights Act.
- c) Violating the human rights of any member of the University community is a Material Breach of this Agreement and may result in probation or eviction from Campus Housing without notice.
- d) Within the Campus Housing community, you are required to:
  - e) Read, understand and abide by the codes, policies, regulations, community standards, guidelines and procedures in the Student Agenda and this Campus Housing Handbook;
  - f) Respect the privacy and human rights of other Occupants, guests and staff by demonstrating respectful behaviour at all times;
  - g) • Work cooperatively with University, Campus Housing, and Security staff members in the performance of their duties;
  - h) Be aware of updates to information, including notices put up as posters or sent via email that are intended to keep students informed on such things as community issues, Handbook amendments, etc..
  - i) Any activity or behaviour - whether physical, verbal, written, or graphic - that is threatening, abusive, racist, sexist, homophobic, or conveys any form of discrimination, harassment, sexual harassment, or unwanted sexual attention is prohibited. This can include, but is not limited to:
    - j) • Distributing offensive material or putting offensive posters/pictures in areas available to public view, including windows or common areas;
    - k) • Using e-mail, or other electronic messaging, voice mail, message boards, mail, computer networks or other mediums to convey nuisance, obscene, pornographic or otherwise offensive messages or materials;
    - l) • Repeatedly following or attempting to contact another person when such contact is unwanted.



## **2.03 Attack on the Dignity and Security of an Individual**

1. Conduct or communications involving or directed at occupants or visitors or staff of Campus Housing that:

- Are offensive, threatening, demeaning or discriminatory (for example, racist, sexist, homophobic);
- constitute harassment; or
- contribute to an intimidating, hostile or uncomfortable environment

are prohibited and may result in eviction from campus housing (“Prohibited Activities”).

2. Examples of Prohibited Activities include, but are not limited to:

- repeatedly following or attempting to make unwanted contact with another person;
- displaying posters, pictures, or other materials containing content defined in section 3.02 (1) where they can be viewed from public areas (including shared common areas); and
- using social media to redistribute, repost, or forward communications that contain content defined in section 3.02(1).

3. The determination of whether any conduct or communication constitutes a Prohibited Activity will be made by the Housing Operations Coordinator. Conduct or communications that may be acceptable in another context may not be acceptable in a residential environment.

## **Part 3: CAMPUS HOUSING STANDARDS AND REGULATIONS**

### **Violations And Sanctions (The Rules and Consequences)**

A violation is any unacceptable conduct, action or neglect that violates the CLS, Occupancy Agreement or Yukon University’s policies. Violations are described and classified based on three levels of increasing severity. Sanctions are the consequences for violations, which are described in detail in subsequent sections of the CLS. At each level of offense and/or after repeated violations the severity of the sanctions will increase.

**Level 1 Violations:** Actions that interfere with the rights of another individual or community to the peaceful use and enjoyment of their space in Campus Housing. Normal Point Range: 1-2

**Level 2 Violations:** Actions that create a significant nuisance and/or disturbance to an individual or community and/or repeated level one violations. Normal Point Range: 2-4

**Level 3 Violations:** Actions that endanger the safety and security of an individual; significantly compromise or damage personal or Campus Housing/Yukon University property; attack the

dignity/integrity of an individual; contravene the laws of the land; and/or repeated level two violations. Any Level 3 Offense may warrant an eviction. Normal Point Range: 4-6

### The Point System

The point system is designed to help define the seriousness of specific behaviors and to track the frequency and severity of a student's CLS violations. All violations are associated with points ranging from a value of 1 through 9. All violations have a minimum value of one point. The assigned number of points will depend upon the type of incident and/or its severity. In complex situations where multiple violations occur in the same incident, points will typically be assigned based on the most serious single violation of the CLS.

Points remain on record until August 15 of each year, or as stipulated upon eviction. After a student has been found responsible for a violation, the student may be responsible for educational, restorative, or punitive sanctions. Points are assigned for each incident based on the table below. Points are used in determining the sanctions appropriate for a student, given their cumulative conduct record, as outlined in the "Sanctions" section below. During sanctioning, decision makers consider a resident's total points, including those assigned for the current violation.

<b>Tier</b>	<b>Points Accumulated</b>	<b>Typical Sanction Examples</b>
I	1-3	Warning, Community Service, Educational, Fine, Loss of Privileges, Restitution
II	4-8	All Tier I Sanctions, Communication Ban, Transfer/Relocation, Behavioral Contract, Residence Probation
III	9+	All Tier I, and II Sanctions, Eviction, Recommendation of Charges of non-Academic Misconduct

### VIOLATIONS

The violations listed in the CLS summarize policies stated in the Campus Housing Occupancy Agreement and are found to be consistent with Yukon University policies and values. Where applicable, reference is made to these policies.

<b>Level of Incident</b>	<b>Points Typically Assigned</b>
LEVEL 1	1-3
LEVEL 2	2-5
LEVEL 3	4-9

#### 1. ADVERTISING, SOLICITING, CAMPAIGNING AND SELLING

**Note:** students or other community members who wish to campaign or advertise activities associated with the Campus Housing or Yukon University are required to speak with a Campus Housing Staff member to seek permission to do so.

<b>LEVEL 1</b>	<p>a) Displays in windows or other prominent places promoting alcohol, illegal substances, pornography, or other inappropriate activities or messages.</p> <p>b) Unauthorized advertising, soliciting, promoting, or selling of products, events, and services in Campus Housing (Ranging from, but not limited to, online and/or printed materials).</p> <p>c) Unauthorized campaigning in Residence.</p>
----------------	--

## 2. ALCOHOL

**Note:** Alcohol is only permitted to be consumed in individual Campus Housing rooms/suites. The legal drinking age in Yukon is 19 years.

<b>LEVEL 1</b>	<p>a) Open alcohol, where prohibited.</p> <p>b) Possession of single serving glass containers (i.e., beer bottles, coolers) is not allowed.</p> <p>c) Possession of drinking and/or drinking game paraphernalia, including but not limited to funnels, beer bongs, beer pong kits or tables, etc.</p> <p>d) Possession of alcohol beverages with more than 40% concentration of alcohol (by volume).</p> <p>e) Possession of large volume ‘common source’ alcohol containers. Large volume alcohol containers are defined as:  (A) a container that holds more than 550mL of beer, malt liquor, cider, coolers, or pre-mixed cocktails or (B) a container that holds more than 1.18L (40 ounces) of any type of alcohol other than beer such as wine, liquor, or cocktail mixes. Examples of large volume ‘common source’ alcohol containers include King cans, Quart Bottles, Kegs, Mini kegs, 60ozs and Texas Mickeys.</p>
<b>LEVEL 3</b>	<p>f) Consumption or possession of alcohol by students or guests under the legal drinking age or those on alcohol probation.</p>

	<p>g) Drinking games or promotion of a social function, activity, or contest in which the consumption of beverages is either the primary focus or used as a penalty, typically in response to a specified cue or prompt.</p> <p>h) Imposing the physical effects of intoxication on the Campus Housing Community, for example vomiting, passing out, aggressive or significantly disruptive behavior, or needing medical assistance.</p> <p>i) Making or selling alcohol in Campus Housing.</p> <p>j) Purchasing or supplying persons under the legal drinking age with alcohol.</p> <p>k) Influencing, forcing and/or promoting the consumption of alcohol by a student and/or guest on another.</p>
--	---

### 3. CANNABIS

In Yukon, a person must be 19 years of age to legally purchase or consume cannabis. As per the Canadian legislation, cannabis cannot be consumed in public, including on Campus Housing or campus grounds. The Campus Housing building is a smoke-free environment where smoke or combustion in any form are prohibited (including smoking and vaping). students who are in possession of cannabis must store their cannabis in a sealed container.

**Note:** Students who require accommodations for possession and/or use of medical cannabis that may contradict Campus Housing policies must submit a formal request to Campus Housing Management prior to acquiring/using medical cannabis in Campus Housing.

LEVEL 1	<p>a) Careless or unsafe storage of cannabis or cannabis products that causes or has the potential to cause harm or disturbance to the community, (e.g., excessive odor, mold, etc.).</p> <p>b) Consumption of cannabis or cannabis products in unauthorized areas (e.g., lounges, hallways, common spaces, etc.).</p>
LEVEL 2	<p>c) Smoking, vaping, or producing the odor of cannabis in Campus Housing or on Campus Housing grounds.</p> <p>d) Growing cannabis and/or producing cannabis substances in Campus Housing (e.g., edibles, hash oil, etc.).</p> <p>e) Possession of more than 28 grams of dried cannabis (one ounce) or equivalent, in Campus Housing.</p>

	<p>f) Imposing the physical effects of intoxication on the Campus Housing community.</p> <p>g) Influencing, forcing and/or promoting the consumption of cannabis by a student and/or guest on another.</p>
LEVEL 3	<p>h) Purchasing for, or supplying persons with, cannabis or cannabis substances who are under the legal age.</p> <p>i) Consumption games or promotion of a social function, activity, or contest in which the consumption of cannabis is either the primary focus or used as a penalty, typically in response to a specified cue or prompt.</p> <p>j) Possession with the intent to sell, and/or selling cannabis or cannabis substances in Residence.</p>

#### 4. CLEANLINESS

LEVEL 1	<p>a) Littering.</p> <p>b) Failure to keep Room/common/kitchen areas in a clean and sanitary condition after use.</p> <p>c) Improper disposal of refuse, including leaving garbage bags outside of your Suite.</p> <p>d) Collection of empty containers, bottles or cans that is judged by Campus Housing Staff, for sanitary reasons, to be beyond recycling purposes.</p> <p>e) Failure to (follow disposal instructions of) dispose of recycling, garbage and/or organics appropriately; including, but not limited to leaving garbage/recycling bags, leaving items on compactor floor, bagging organics with a non-organic bag, failure to break down cardboard, failure to separate recycling/garbage/organics into their designated disposal areas.</p>
---------	--

#### 5. DAMAGES AND VANDALISM

LEVEL 2	<p>a) Marking any surface through action or neglect, that is not deemed normal wear and tear.</p> <p>b) Behavior that causes or has the potential to cause moderate damage through actions, carelessness, or negligence.</p> <p>c) Failure to keep your furniture, fixtures, and appliances in a good state of repair.</p>
---------	--

	<p>d) Attempt to repair and/or resolve damages without consultation and subsequent permission from the Campus Housing.</p> <p>e) Damage to, or alteration of Campus Housing Community Resources such as bulletin boards, posters, decorations, etc.</p>
LEVEL 3	<p>f) Behavior that causes or has the potential to cause significant damage through action, carelessness, or negligence.</p> <p>g) Willful damage, vandalism or graffiti or neglect that leads to serious damage to the Campus Housing, Yukon University, or private property.</p>

<b>6. DISRUPTIVE BEHAVIOUR</b>	
LEVEL 1	<p>a) Throwing, dropping, kicking, or knocking objects in, from, or at Campus Housing buildings, windows, or stairwells, whether intentional or unintentional.</p> <p>b) Participating in physically active games or sports inside Campus Housing or within the Campus Housing grounds which could disturb students, staff or the surrounding community or cause damage to facilities or personal injuries.</p>
LEVEL 2	<p>c) Creating or permitting behavior in Campus Housing, which is a nuisance or annoyance to students, Campus Housing Staff, the surrounding community, or to the supplier of services authorized by Campus Housing or Yukon University. This includes pranks/raids or similar actions that could be damaging to personal, Campus Housing or Yukon University property or reputation.</p>

<b>7. FACILITIES AND FURNITURE</b>	
LEVEL 1	<p>a) Removal of furniture, appliances, window screens or other fixtures from assigned rooms/units or common spaces and placing them elsewhere.</p> <p>b) Removal of furniture, appliances, or other fixtures from Common Areas and placing them elsewhere.</p>

LEVEL 2	<p>c) Alteration, renovation or removal of Rooms, furniture, or equipment.</p> <p>d) Installation of unauthorized furnishings, equipment, or devices. This includes internet, phone, and cable.</p> <p>e) Failure to keep access clear to electrical panel, heating unit and maintenance access.</p>
---------	--

## 8. FIRE SAFETY

LEVEL 1	) Propping open a fire door, which includes room/suite/unit doors. This may include using the deadbolt or another item to prevent it from locking and/or to hold the door open.
LEVEL 2	<p>b) Possession or use of candles, incense, lava lamps, open coil hot plates, flame cooking devices, indoor barbeques, deep fryers and the like. Cooking devices without an automatic shutdown are not allowed in Campus Housing.</p> <p>c) Covering or removing smoke and/or heat detectors.</p> <p>d) Blocking hallways, stairwells, exits and access to fire safety equipment.</p> <p>e) Leaving food unattended while cooking.</p>
LEVEL 3	<p>f) Possession or use of explosive or flammable material (e.g., firecrackers, fireworks, and barbecue propane tanks).</p> <p>g) Discharging, tampering with, covering, or operating any fire prevention or detection equipment for any purpose other than the control of a fire.</p> <p>h) Actions or neglect that leads to a fire, and/or the activation of the building fire alarm system.</p>

## 9. GUESTS AND VISITORS

1. A guest is any person who is invited to, accompanied on, accepted, or admitted to the Campus Housing property where they do not currently reside.
2. Students must sign in their guests at the front desk or on the housing portal before they enter Campus Housing.
3. The guest must leave one piece of photo identification with the front desk. The front desk will not accept passports or health cards as forms of photo identification.
4. No Guest will be granted access to the Campus Housing after 11:00pm.
5. Students may sign-in up to one (1) Guest at a time.

<p>6. While each Guest is in the Residence, the student must always remain in the company of the Guest until the Guest is signed out.</p> <p>7. Students are permitted to have up to a maximum of two (2) consecutive overnight guests and no more than eight (8) overnight guests in any one (1) given month.</p> <p>8. The guest must sign-out and collect photo identification at the front desk each time they leave Campus Housing property, regardless of the length of time spent off property.</p> <p>9. Guests should not in any way interfere with the rights of a Roommate or other student to privacy, access, sleep, or study at any time or anywhere within the Campus Housing.</p> <p>10. Any non-student who is invited to, accompanied on, accepted, or admitted to the Campus Housing property is deemed to be a guest of that student.</p> <p>11. Failure to be present does not mitigate or relieve the resident's responsibility for their Guest's behavior. Students are responsible for their Guest's behavior whether they participated in, condoned or were aware of that Guest's behavior or not. The specific Sanction(s) will be determined by the list of possible Sanctions for the Offense(s) committed by the Guest.</p> <p>12. The Campus Housing requires any guests 16 years or younger visiting the Campus Housing without a parent/guardian to have a signed form of consent from their parent/guardian. This form will also include contact information for the parent/guardian. The Campus Housing reserves the right to call a parent/guardian in the event of a medical emergency or due to behavioral conduct.</p> <p>13. A guest who remains in Campus Housing beyond 2:00 am is considered an overnight guest.</p> <p>14. Requests for exceptions to the Guests and Visitors Policy may be submitted to Campus Housing prior to the arrival of the guest.</p>	
LEVEL 1	<p>a) Failure to sign-in/sign-out Visitors at the front desk.</p> <p>b) Failure of student to be always with their Visitor in Campus Housing.</p> <p>c) Permitting a guest to stay over the limit of two (2) nights consecutively or eight nights (8) in any given month (1) without approval from management.</p>
LEVEL 2	<p>d) Living or permitting someone else to live in a room/unit without an approved assignment from Campus Housing.</p>
LEVEL 3	<p>e) Hosting a guest who violates the CLS. All students are responsible for the actions and behaviors of guests always signed in with them while in the Campus Housing.</p> <p>f) Hosting a guest who has been issued a trespass, or similar notice restricting them from the Campus Housing property.</p>

## 10. HARASSMENT AND DISCRIMINATION

**Note:** Every individual has a right to a safe, respectful environment that is free from attacks on their dignity/integrity. Harassment is defined as any attention or conduct (oral, written, graphic, electronic,



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. Bullying and hazing will be considered harassment under this policy. Discrimination is any behavior that is based in or leads to unjust or prejudiced treatment of persons or things, often on the grounds of sex, race, religion, age, gender/gender identity, etc. This includes but is not limited to making stereotypical assumptions based on a person's presumed traits, excluding persons, denying benefits to someone or imposing burdens upon them.

**Note 2:** Decisions about the difference between Level 2 and 3 Violations will be based on the definitions previously given.

LEVEL 2 & LEVEL 3	<p>a) Failure to abide by the Yukon University Code of Conduct or related legislation or policies which defines harassment and discrimination.</p> <p>b) Any conduct that could be deemed as bullying, including cyber bullying, or bullying on social media, be it via a group or an individual.</p> <p>c) Any statement, action, or display that could be deemed as inappropriate or derogatory towards an individual or a group.</p>
-------------------------	---

## 11. ILLEGAL SUBSTANCES AND ACTIVITIES

**Note:** Any observations about the behavior, speech, odors, or physical surroundings of an individual that cause suspicion of illegal activity will be investigated and/or reported. Under the principles of the Standard of Proof, repeated suspicious behavior pertaining to illegal activities may result in the Campus Housing applying the full measures of discipline outlined below.

LEVEL 1	<p>a) Attending Campus Housing Orientation, or other Campus Housing events, under the influence of illegal substances.</p> <p>b) Possession of paraphernalia associated with the use of illegal substances.</p>
LEVEL 2	<p>c) Using or being under the influence of an illegal or unprescribed substance in Campus Housing.</p> <p>d) Imposing the physical effects of intoxication from illegal substances on the Campus Housing community.</p>
LEVEL 3	<p>e) Illegally possessing, using, making, or selling an illegal or un-prescribed substance in Campus Housing.</p> <p>f) Possession or use of medication for purposes other than those for which they were prescribed.</p> <p>g) Any behavior or activities that contravene the laws of the land.</p>

**12. NOISE AND QUIET HOURS**

**Consideration Hours** are in effect 24 hours a day, 7 days a week. Noise levels at any time should not detract from any resident's ability to pursue academic endeavors or to enjoy a peaceful living environment. An individual's right to reasonable quiet supersedes another's right to make noise.

**Quiet Hours** are observed in Campus Housing: Sunday to Thursday: 11:00pm - 8:00am ;Friday-Saturday – 12:00am – 8:00am.

**Exam Quiet Hours** begin 1 week prior to the exam start dates in both December and April. Quiet Hours are extended to 23 hours a day. Campus Housing will define a Relaxed Hour during the evening when programming by Campus Housing Staff may occur. Campus Housing Management reserves the ability to alter quiet hours at any time to suit the needs of the community.

As a rule, noise from your room/unit that is audible outside your room, including in hallways, common areas, neighboring units, or buildings, will be addressed by Campus Housing Staff during quiet hours.

LEVEL 1	<ul style="list-style-type: none"> <li>a) Non-compliance with Consideration Hours or Quiet Hours.</li> <li>b) Possession of loud musical instruments.</li> <li>c) Use of musical instruments without the use of headphones or sound equipment such as surround sound systems, or noise producing devices such as subwoofers or PA systems.</li> </ul>
LEVEL 2	<ul style="list-style-type: none"> <li>d) Non-compliance with Exam Quiet Hours.</li> <li>e) Excessive noise that interferes with the academic work of students and/or significantly disturbs the Campus Housing community and/or our neighboring communities.</li> </ul>

**13. PETS**

LEVEL 2	a) Keeping any animal or pet in Campus Housing, are NOT permitted.
---------	--

**14. RESPECT AND COOPERATION**

LEVEL 2	<ul style="list-style-type: none"> <li>a) Failure to respond to the written or verbal direction of Campus Housing or Yukon University Staff.</li> <li>b) Demonstrated lack of respect, civility, courtesy, or cooperation with a member of the Campus Housing community, including students, Visitors, Campus Housing staff, and Yukon University Staff.</li> <li>c) Failure to provide identification or providing false identification when asked from a Campus Housing or Yukon University Staff.</li> </ul>
---------	---

	d) Providing a false report of an incident or impeding an investigation.
--	--

#### 15. RESTRICTED AREAS AND UNAUTHORIZED ENTRY

LEVEL 3	<p>a) Unauthorized entry into restricted areas of Campus Housing, including rooftops, basements, utility rooms, offices, etc.</p> <p>b) Entry into another resident's room or suite without the consent of that student.</p>
---------	--

#### 16. SAFETY AND SECURITY

LEVEL 1	<p>a) Improper use of an emergency exit.</p> <p>b) Footwear must be used within all Interior and exterior common areas of the Campus Housing.</p>
LEVEL 2	<p>c) Permitting entry of any individual (student, non-student or other) into Campus Housing, either by opening a door or giving Campus Housing keys or swipe cards to that individual.</p> <p>d) Overloading or tampering with electrical systems.</p> <p>e) Unsafe storage, disposal and/or use of prescribed medication and related medical devices such as needles, prescription drugs, and pill bottles.</p>
LEVEL 3	<p>f) Tampering with video surveillance equipment or systems.</p> <p>g) Failure to evacuate during an alarm.</p> <p>h) Careless driving on Campus Housing grounds.</p> <p>i) Actions, carelessness, or neglect that causes an elevator to stall and/or require repair.</p>

#### 17. SEXUAL VIOLENCE

Sexual Violence is a broad term that describes any violence, physical or psychological, carried out through sexual means or by targeting sexuality. This violence takes different forms against another person without their consent. This includes but is not limited to sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, and sexual exploitation.

**Note:** The Institution's student code of conduct and other policies regarding sexual violence will take precedence over the Campus Housing Community Living Standards.

LEVEL 3	a) Any behavior deemed to be sexual violence.
---------	---

**18. SMOKING AND VAPING**

Smoking is not permitted on or about the lands on which the Campus Housing is situated, except as permitted by the Institution or municipal by-law. All students must be 15 meters from the entrance/exit of the Residence.

LEVEL 2	a) Smoking in Campus Housing, including the use of e-cigarettes, hookahs, and vaporizers. b) Possession of large smoking paraphernalia (e.g., bong, hookahs, etc.) more than 30 centimeters in height. c) Smoking within 15 meters of an entrance/exit of the Campus Housing.
---------	---

**19. TECHNOLOGY MISUSE**

LEVEL 2	a) Failure to abide by Yukon University technology and Internet policies. b) Installing/use of a personal internet router. c) Installing/Tampering with the University wi-fi.
LEVEL 3	d) Interference with the technology of the Campus Housing, Yukon University, or another student. e) Copyright infringement (i.e., illegally downloading music, movies or other media using the Campus Housing internet connection).

**20. UNAUTHORIZED ACTIVITIES**

**Note:** All organized events, activities or gatherings that have the potential to cause a disturbance must be approved by Campus Housing Management to ensure compliance with fire safety, noise and other applicable policies. Campus Housing Management will not approve any event that involves or is presumed to involve the use of alcohol or other substances.

**Note 2:** Maximum capacity of a Campus Housing room is defined as the number of students that live in the room plus two additional people each.

LEVEL 2	a) Any gathering over the maximum capacity of a Campus Housing room and/or alcohol/illegal substances is being consumed as one of the primary activities of the gathering and/or the volume of music or people violates the noise policy.
---------	---

**21. UNAUTHORIZED ARTICLES**

Theft refers to the act of taking another person's property in Campus Housing without their permission.

LEVEL 2	a) Theft or possession of stolen property.
---------	--

**22. VIOLENCE AND AGGRESSION**

**Note:** Violent or aggressive behavior of any kind is not permitted in Campus Housing. This includes behavior such as physical force potentially causing hurt or damage to someone/something, and/or behavior that threatens another member of the community. Violence and aggression include but is not limited to physical or verbal acts.

LEVEL 3	<p>a) Any communication or behavior that is perceived as offensive, abusive, unwanted, aggressive, or threatening.</p> <p>b) Any behavior (consensual or not) that causes or has the potential/intent to cause physical or emotional harm. These behaviors include, but are not limited to sexual assault, hitting, punching, slapping, kicking, pushing, pulling, bullying, stalking, fighting, retaliation and threats of violence.</p> <p>c) Any behavior deemed to be a physical assault.</p>
---------	---

**23. WEAPONS**

**Note:** A weapon is defined as any device that is designed for (or could be used for) the purpose to intimidate, threaten, harm, or kill. Examples of weapons include and are not limited to handguns, rifles, air guns, pellet guns, paintball guns, BB guns, crossbows, swords, hunting knives, fishing knives, martial arts weapons, brass knuckles, replica weapons, or any other prohibited device as defined in the Criminal Code of Canada. Ammunition is defined by any replica or real materials fired, scattered, dropped, detonated from any weapon. This includes live and dead bullets, arrows, grenades, etc. Ammunition and replica ammunition are also prohibited in Campus Housing.

LEVEL 3	a) Possession, storage, use or threatened use of a weapon and/or replica weapons.
---------	---

**SANCTIONS**

Sanctions are consequences for behavior that violates the CLS, Student Campus Housing Agreement, or Yukon University policies. These sanctions are explained in detail, including any relevant deadlines or payment information in a Decision Letter written by Campus Housing Staff. Sanctions are intended to be primarily educational and restorative in nature. Sanctions may be used independently or in combination for any single violation. Repeated and/or multiple violations shall increase the severity of sanctions applied, as determined by a student's point total. In most circumstances, the following range of sanctions may be assigned to students at each tier of cumulative point totals.

**Tier I students with 1-3 Total Points**

- a) **Warnings** - a verbal or written caution that continuation or repetition of the offending behavior will constitute more serious sanctions in the future.
- b) **Community Service** - tasks or roles assigned as sanctions, which contribute positively to the reputation, welfare or condition of the Campus Housing or surrounding community.
- c) **Disposal/Removal of Items** - removal of items from the Campus Housing that violate the Campus Housing Community Living Standards.
- d) **Educational** - tasks assigned as a sanction designed to promote learning and development.
- e) **Loss of Privileges** - a sanction that places restrictions on certain privileges of the student.
- f) **Restitution** payment for damage or loss experienced by Yukon University, Campus Housing, students, Guests, or others.

**Tier II Residents with 4-8 Total Points**

- g) All Tier I Sanctions.
- h) **Communication Ban** - a sanction that limits the privilege of a student to communicate freely with another student.
- i) **Transfer/Relocation** - a sanction that will reassign accommodation either within the Campus Housing Complex or to a location off campus.
- j) **Persona non grata (PNG) or Trespass Notice** - a sanction given to an individual who is denied the privilege to enter Campus Housing. PNG individuals are also prohibited from attending any Campus Housing events which occur outside of the building. A copy of the PNG letter is filed with Campus Security. A PNG individual found or seen in Campus Housing at any time will be reported to Campus Security and may be subject to further sanctions under Campus Housing or Yukon University policies.
- k) **Campus Housing Probation** - a sanction applied as a deterrent against future violations. Any future violations of the CLS of any kind may result in eviction and subsequent violations would lead to ineligibility to return to Campus Housing
- l) **Behavioral Contract** - a signed contract between a student and Campus Housing Management addressing behavior that may or may not be covered by the CLS, to comply with conditions of conduct and to refrain from specified conduct as detailed in the Behavioral Contract. Violations of the terms of a behavioral contract may lead to eviction.

**Tier III students with 9+ points**

- m) All Tier I and II Sanctions.
- n) **Eviction** - termination of the Resident's Student Campus Housing Agreement (contract) with the Campus Housing.

- o) **Recommendation for Charges of Non-Academic Misconduct** - a sanction where Campus Housing Staff make a formal recommendation to Yukon University to investigate and/or charge the student with non-academic misconduct.

## **Part 4 Procedure**

### **4.01 Complaints**

Yukon University is committed to providing a safe and positive living environment. When people share living space and common areas, concerns and disputes can arise. The University encourages every individual to practice self-advocacy where appropriate by addressing concerns and resolving disputes directly with the person(s) involved. You may also, at any time, contact a Student Life Coordinator or the Housing Operations Coordinator for confidential advice, support, and assistance to report or informally resolve a complaint. Where you deem that it is not appropriate to deal with a concern, a dispute, or a violation of the community standards directly with the person(s) involved, you are encouraged to contact Safety & Security Services while the incident or violation is taking place so the matter can be followed up with immediately and effectively. It is recommended that you program the Safety and Security services cell number into your phone to assist with this communication. In case of any emergency, you are to contact fire, police, or ambulance at 911. Complaint Forms are used to identify Occupants who are believed to have committed a violation of the Occupancy Agreement. For the purposes of complaint reporting the individual who files a complaint is referred to as the “Complainant” and the individual(s) identified in the complaint is referred to as the “Respondent”. To file a complaint, you must contact the Campus Housing Office. A meeting will then be scheduled for you to complete a complaint form with a staff member. When a complaint is filed, there are varying levels of anonymity offered to the Complainant:

- **Full Disclosure** – The Complainant’s name is open to all discussions with the Respondent and included in all documentation. This will allow for the quickest and most efficient investigation and application of the most appropriate discipline and/or sanction. It also presents the opportunity for mediation and/or reconciliation between the parties if needed.

capacity within the Campus Housing Office, but not offered to the Respondent when reasonable fear of retribution is present. This allows for a full investigation but may limit the application of discipline and/ or sanctions.

- **Total Anonymity** – The Complainant’s name is used only between the Student Life Coordinator or the Housing Operations Coordinator in the discussion of possible discipline. Investigations are restricted and, as such, the Campus Housing Office is not obligated to

follow-up directly with the individual(s) identified in the complaint but reserves the right to do so. Follow-up actions in these cases will normally include Written Reminders encouraging Respondents to abide by the Community Standards. A complaint can result in the following:

- Dismissal – if information is insufficient, or if deemed frivolous, vexatious, or not made in good faith
- Investigation – if information is sufficient and if filed in good faith and not dismissed as frivolous or vexatious
- Referral – if it involves a violation of federal or territorial human rights laws or any other law common to all persons, referrals to a third party, such as RCMP or Family and Children Services may be made

## **4.02 Investigations**

Investigations are conducted for the purpose of gathering facts that relate to a complaint and deciding whether a violation of the community standards has occurred. After receiving a complaint, or at any point after becoming aware of a concern, a dispute or a violation of the community standards that involves an occupant, the Campus Housing Office may open an investigation. The investigation may include, but is not limited to, conducting fact-finding meetings with the parties involved, utilizing security cameras, and collecting further information.

Where a Respondent refuses or fails to participate, the Investigator may choose to proceed with the investigation and reach a decision based on the available evidence. At the end of an investigation, a report will be completed by the Investigator. The report will include a summary of the facts related to the complaint and a decision as to whether, on the balance of probabilities, a violation of the community standards has occurred. Investigations may result in Decision Letters stating the following:

- a violation occurred and any disciplinary action and accompanying sanctions being applied (Note: The Decision Letter becomes a part of the Respondent's Housing Contract effective immediately);
- a violation did not occur and any remedies the parties may pursue;
- while made in good faith, there was insufficient fact or evidence available to decide whether a violation had occurred or not and, therefore, the matter is kept on file but considered closed.



## **Appeals**

Occupants in Campus Housing who have entered the disciplinary process have the right to appeal. Appeal options vary depending on the action or sanction being appealed and may only be considered on the following grounds:

- There is new information available potentially rendering the original decision unreasonable in light of new information presented;
- An alternative sanction is being suggested; or
- There is clear evidence of lack of procedural fairness and/or bias or unfair treatment in the process. Regardless of the Level of Appeal, you have three (3) University business days from the date of your Decision Letter to submit a request for an appeal. To initiate this process, you must submit a written letter either in person or by email to the appropriate Office. If sending by email, the letter must be attached as a separate Word document. The onus is on you to provide details of the grounds for the appeal in the letter.

The letter must be complete with the following information (certain details can be found in the chart on the following page)

- The subject line must include the level of appeal the letter must be addressed to the appropriate person
- The body of the letter must include:

Your full name and Unit number

### **Discipline or sanction being appealed.**

Reason for entering an appeal, based on the grounds outlined above. Once the letter has been received, the appropriate Office will contact you within three (3) University business days with a decision as to whether an appeal hearing will be scheduled. If an appeal hearing is scheduled, you will be granted the opportunity to present your case to the Appeal Board. For the purposes of appeal proceedings, the individual who requests an appeal is referred to as the “Appellant” and the decision maker named in the appeal is the “Respondent.” The case will be considered in conjunction with other reports and information presented by other staff and witnesses.

You will be informed of the outcome of the appeal within three (3) University business days of the hearing being held. The decisions that may result from an appeal hearing include:

- Upholding the decision;

- Changing the decision; or
- Altering the sanctions.

All decisions are final and are not subject to further appeal. Occupants may not be permitted to stay in Campus Housing during the appeal process. The Housing Operations Coordinator will provide written notification of such, if required.

	NO APPEAL	LEVEL 1 APPEAL	LEVEL 2 APPEAL	LEVEL 3 APPEAL
DISCIPLINE/SANCTION	Verbal & Written Reminder or Termination	Written Warning	On Notice or On Probation	Suspension or Eviction
DAYS TO APPEAL	Unable to Appeal	Three (3) Days		
PERSON TO APEAL TO		Student Life Coordinator	Housing Operations Coordinator	Director, Hospitality Services Administrative and Financial Services
PLACE TO APPEAL				
LETTER SUBJECT LINE				

### 4.03 Disciplinary Process

Campus Housing staff endeavor to work cooperatively with Occupants to create and sustain a safe and positive living environment at Yukon University. The Campus Housing conduct model is one based on creating a safe and comfortable living space. Grounded in Yukon College's Code of Ethics, it prioritizes the need for an academic workspace while making considerations for the social needs of a diverse and outgoing community. As a community member, you are expected to not involve yourself in any actions or conduct which adversely affects yourself or the community at large. Violations of the Community Standards will result in you entering the Disciplinary Process. The Disciplinary Process is based on a Progressive Disciplinary Action Model that blends natural and restorative practices, as well as allows for fair and appropriate sanctioning reflective of both the severity of and/or repetition of violations.

Definition of Occupant Within the Disciplinary Process, "Occupant" refers to the Primary Occupant as well as all persons he or she is responsible and accountable for, including any co-

Occupants and/or guests on Campus Housing property. If co-Occupants or guests violate the Occupant's Housing Contract, it is as if you, the primary occupant, had committed the violation yourself. In such cases, guests and co- occupants may be banned from Campus Housing, but it is the Primary Occupant who will receive disciplinary action.

## **Material Breaches**

A Material Breach is a violation of the Community Standards and disruption of and/or threat to the community, as determined by Campus Housing staff that warrants the immediate termination of the Occupancy Agreement and eviction of the occupant. An occupant is deemed to have committed a Material Breach of their Housing Contract under the following circumstances:

- Possession or use of a firearm or other weapon (as defined by Yukon University) on University property;
- Engagement in illegal activities or possession of illegal substances or stolen property;
- Smoking in undesignated areas;
- Tampering of fire safety equipment and/or pulling a false fire alarm;
- Vandalism of University or community property;
- Demonstration of violent, aggressive, threatening, discriminatory or harassing behaviour toward any member of the University community;
- Engagement in sexual assault (as defined by Yukon University)
- Failure to reconcile Campus Housing Fees within 14 days of their set Due Date.

Verbal or Written Reminder	You may receive a Verbal or Written Reminder when your conduct has been identified as inappropriate or disruptive to ensure that expectations for future actions and behaviour are established. Reminders can be issued to individuals or the general community.
Written Warning	You may receive a Written Warning when you have engaged in disruptive or offensive conduct that has impacted the community. A Written Warning may also be issued after two or more reminders have already occurred.
On Notice	You may be placed “On Notice” when your conduct has negatively impacted the community, you may pose a threat to the safety and security of the community, or when you continue to engage in behaviour that is inappropriate for the Campus Housing community.
On Probation	You may be placed “On Probation” when your behaviour has a severe negative impact on the community or you have continued to engage in behaviour that is inappropriate for the Campus Housing community. At the discretion of the Housing Operations Coordinator, Occupants On Probation may be suspended from Campus Housing for up to forty eight (48) hours with or without notice if you are reasonably expected to pose a continuing threat to the safety and well-being of the Campus Housing community. Any Occupant that ends a term On Probation will automatically be barred from extending their stay or re-applying for Campus Housing for at least one (1) year.
Eviction	You may be evicted from Campus Housing when you have engaged in behaviour that is dangerous or illegal (e.g. a Material Breach) and has severely impacted the safety of the Campus Housing community or have exhausted all other disciplinary options and continue to engage in inappropriate behaviour. The Housing Operations Coordinator will provide written notice of such, inclusive of a timeframe for when you are to vacate the Unit. Guest privileges may be revoked, effective the date of the Eviction Notice until you vacate. Evicted Occupants will be barred from re-applying to Campus Housing for a period of at least one (1) year. Evicted Occupants may also not be able to return as a guest for a fixed period.
Termination	You may have your Occupancy Agreement terminated at any time when thirty (30) days written notice is provided. The decision may or may not have been influenced by conduct. The Housing Operations Coordinator will provide written notice of such, inclusive of a timeframe for when you are to vacate the Unit. Privileges may be revoked, effective the date of the Termination Notice until the Occupant vacates. Terminated Occupants will be barred from re-applying to Campus Housing for a period of at least one (1) year. Terminated Occupants may also not be able to return as a guest for a fixed period.

#### 4.04 Sanctions

Campus Housing staff endeavor to work cooperatively with Occupants to create and sustain a safe and positive living environment. Sanctions are actions against or requirements imposed on an Occupant that are intended to be a fair and appropriate consequence for the nature of the violation. Imposed sanctions will reflect the severity of the violation and your position in the progressive

disciplinary process. Sanctioning is divided into two categories: Punitive and Restorative. Punitive sanctions are mandatory, of which failure to comply will result in further progressive disciplinary action. Examples include: banning a guest; revoking guest privileges; revoking alcohol privileges; barring participation in University activities; transferring to a different Unit at your expense; implementing a Behaviour Contract; requiring restitution or other Service Charge be paid; and barring your ability to extend a current stay and/or re-apply for Campus Housing for a fixed period of time. Restorative sanctions are voluntary, the completion of which may result in you being moved to a lower disciplinary status. Examples include: issuing a formal apology; completing community service; attending a personal development workshop or lecture; or creating and applying educational materials, visual displays or campaigns for the Campus Housing community.

## Rights & Responsibilities

Grounded in respect, communication, and integrity, the well-being of the Campus Housing community resides in balancing the wants and needs of the individual with the overall wants and needs of the community. This balance is best achieved when everyone is aware of their rights, as well as their responsibilities towards, not just themselves, but to the community at large. Failure to uphold your responsibilities may result in your inability to experience your rights fully and behaviour determined by Campus Housing staff to be unfit or unsafe for the community can result in the revocation or limitation of privileges.

	RIGHTS	RESPONSIBILITIES
Legal Rights	You retain your legal rights when you become a member of the Campus Housing community.	You have a responsibility to abide by all Federal, Territorial, and Municipal laws and regulations in addition to the University's own policies.
University Life	You have the right to participate unhindered by other Occupants in the academic, intellectual cultural and social life of the University and Campus Housing.	You have the responsibility to respect others' rights to participation by refraining from actions that may threaten or disrupt meetings, events, or other activities as well as actions that prevent others from freely expressing their views.
Safety	You have the right to the safety and security of your person in a Campus Housing environment, free from harassment, intimidation and assault.	You have the responsibility to treat others with respect and to refrain from acts of harassment, intimidation and assault.

Property	You have the right to the safety and security of your personal property.	You have the responsibility to refrain from acts of theft, willful destruction, or vandalism of the property of others as well as follow the personal safety recommendations of this Handbook.
Facilities	You have the right to the free and peaceful use of Campus Housing property, grounds and facilities for all legitimate purposes.	You have the responsibility to respect and maintain the integrity of such property, grounds and facilities so they may be equally available to others.
Cleanliness	You have the right to a living space that is clean and well maintained.	You are responsible for assisting in the upkeep of common areas, cleaning your Unit and informing Campus Housing staff of any maintenance concerns in a timely manner.
Reasonable Quiet	You have the right to live in an environment that prioritizes academic study and restful sleep.	You are responsible for following the standards regarding quiet hours and to always maintain respect for community living at all times.
Respect & Dignity	You have the right to be treated with respect and have your intrinsic human rights respected and protected in Campus Housing.	You have the responsibility to treat others with respect, to understand and respect the human rights of others and to refrain from infringing on those rights.
Clear Expectations	You have the right to expect that the standards set forth in this Handbook are clear.	You are responsible for knowing and understanding the rules of this Handbook and seeking clarification when needed.

Housing	You have the privilege of being able to live on Yukon University campus. .	You have the responsibility to uphold the Community Standards and live within the guidelines of your Campus Housing contract.
Guests	You have the privilege of being able to have guests visit you in Campus Housing.	You are responsible for upholding the Community Standards regarding guests and ensuring your guest(s) respect and abide by all Community Standards, University policies and the law, as well

		as taking responsibility for any conduct issues and/or damages done by your guest(s).
Alcohol	You have the privilege of being able to possess and consume alcohol in Campus Housing as long as you are 19 years and older.	You are responsible for upholding the Community Standards regarding alcohol, abiding by territorial law and liquor regulations, as well as any conduct or damages that occur while you and/or your guest(s) are under the influence of alcohol.
Programs	You have the privilege of attending University and Campus Housing programming.	You have the responsibility of maintaining respectful and safe conduct while attending Campus Housing programs.

## APPENDIX I

### 2024/2025 Campus housing Fees\* YukonU Campus housing

Unit	Fall	Winter	Academic Year
Individual Dorm (Building 500)	\$2100.00	\$2100.00	\$4200.00
Individual Large Dorm (Building 500)	\$2300.00	\$2300.00	\$4600.00
Individual Dorm (Building 510)	\$2100.00	\$2100.00	\$4200.00
Individual room in a 2 Bedroom (Building 500A)	\$2400.00	\$2400.00	\$4800.00
Individual room in a 2 Bedroom (Building 520)	\$2500.00	\$2500.00	\$5000.00
Individual room in a 3 Bedroom (Building 520)	\$2500.00	\$2500.00	\$5000.00
Couple 2 Bedroom (Building 500A)	\$4400.00	\$4400.00	\$8800.00
Family 2 Bedroom (Building 520)	\$4800.00	\$4800.00	\$9600.00
Family 3 Bedroom (Building 520)	\$5800.00	\$5800.00	\$11600.00