



# Campus Housing Standards & Living Handbook

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## Welcome to Yukon College Campus Housing!

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, consider different ideas, explore new cultures and discover new aspects of yourself. This learning will happen both inside your classrooms and within your life here 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 life-long 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!

### 1.01 Housing Contract

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 College 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, College rules, policies and procedures.

If, at any time, there is a discrepancy between matters dealt 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 as long as Occupants are notified of such amendments in writing.

### 1.02 Rights, Privileges and 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	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 College’s own policies.
	College Life	You have the right to participate unhindered by other Occupants in the academic, intellectual cultural and social life of the College 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 <i>Handbook</i> .
	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 <i>Handbook</i> are clear.	You are responsible for knowing and understanding the rules of this <i>Handbook</i> and seeking clarification when needed.
PRIVILEGES & RESPONSIBILITIES	PRIVILEGES		RESPONSIBILITIES
	Housing	You have the privilege of being able to live on Yukon College 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, College 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 College and Campus Housing programming.	You have the responsibility of maintaining respectful and safe conduct while attending Campus Housing programs.



## 2.04 Campus Housing Manager

The Campus Housing Manager is responsible for the strategic development, management and assessment of Campus Housing. The Manager supervises the Campus Housing staff team, oversees the housing curriculum and manages the administration of a fair and educational housing system. The Manager ensures the development and maintenance of the Campus Housing program that supports healthy, safe, and academically-focused housing communities. The Manager or designate will be involved in all decisions regarding eviction from housing.

## 2.01 Housing Administrator

The Housing Administrator is the first point of contact when you enter the Campus Housing Office. They can assist you with your housing application, payment questions, contract updates, lost keys or lock outs, maintenance requests, picking up mail, or answering any housing-related questions.

## 2.03 Campus Housing Mentors

Campus Housing Mentors work to support and develop the overall Campus Housing Program. Mentors are responsible for developing positive and respectful living and learning environments that promotes academic success, personal growth and inclusion among all occupants. Campus Housing Mentors supervise the CHL's and also work on a variety of special projects to positively impact your campus housing experience. They are also responsible for conduct response, including following up on all behavioural concerns that are brought to the attention of the Campus Housing office. Mentors also follow up on reports generated by Safety and Security Services.

## 2.05 Custodial Staff

Custodial staff are responsible for cleaning the common areas of the housing communities (lounges, hallways, shared bathrooms, etc.). They work to provide Occupants with a clean and safe environment. They are present during regular business hours.

Yukon College property is currently owned by the Government of Yukon (YTG), therefore, all maintenance repairs and facility upgrades are completed by YTG personnel.

## 2.02 Campus Housing Leaders (CHL's)

Campus Housing Leaders are student-staff members who act as your primary resource living in Housing. CHL's work as administrative support for the office, organize and host events and programs throughout the academic year, and uphold the Community Standards by responding to incidents and reporting any concerns to the office.





3.01 Safety & Security Officers

Safety & 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).

3.02 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 College 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.

#### 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.

#### 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.

#### 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.

#### VIOLENCE/THREAT

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

#### HOSTAGE TAKING

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

#### 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.

#### 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.

#### EARTHQUAKE

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

#### 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.

#### 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.

#### 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.

#### 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.

3.0 SAFETY AND SECURITY

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## 4.01 Campus Housing Fees

- a) Campus Housing Fees are set as part of your Housing Contract and can be found outlined in your *Schedule of Fees*.
- b) Campus Housing reserves the right to adjust or implement Fees at any time and in such cases will notify you of the Fee change in writing.

## 4.02 Damage Deposit

- 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.
- d) Where your Damage Deposit is not sufficient to cover all outstanding Fees, a hold will be placed on your Yukon College Student Account until the Fees are paid in full.

## 4.03 Maintenance and Repairs

- a) Campus Housing buildings, facilities and grounds are the property of the Government of Yukon. Yukon College is the designated property manager and is committed to providing a safe and supportive environment for students living in Campus Housing.
- b) You agree to cooperate with Yukon College 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.
- c) 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.
- d) 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 College 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 or not you are in the Unit at the time.
- e) Campus Housing endeavours to provide twenty-four (24) hours' notice for scheduled maintenance and inspections in the Units whenever possible.
- f) 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 or 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 College facilities, property, and equipment.



- g) 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 College 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.

## 4.04 Student Status

- a) Campus Housing is reserved for full-time Yukon College 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.
- b) Part-time students may be approved for housing at the discretion of the Campus Housing Manager.
- c) If you are no longer a student, you will have 48 hours to vacate Campus Housing, unless otherwise instructed by the Campus Housing Manager. Failure to inform the Office of a change in student status may result in immediate termination of the *Occupancy Agreement*.
- d) When vacancy permits, non-students or part time students may be approved for Campus Housing.

## 4.05 Unit Assignments

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 Campus Housing Administrator or designate.

## 4.06 Unit Condition Report

- a) 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 Unit is accurately recorded.
- b) 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 any and all charges assessed when you move out.

## 4.07 Unit Transfers

- a) Requests for Unit transfers may be submitted to the Campus Housing Office in writing. Transfers are not guaranteed and are approved at the discretion of the Campus Housing Administrator. You are allowed one (1) Unit transfer during your stay in Campus Housing and are required to pay a Service Charge.
- b) The Campus Housing Office reserves the right to transfer you to any Unit at any time during the term of your *Occupancy Agreement*. In such cases, you will be notified in writing of the Unit transfer.
- c) Where a Unit transfer or reassignment is part of a disciplinary action, you may be required to pay the Service Charge.



## Community Standards Philosophy

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 College 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.

Yukon College 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 well-being 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.



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## 5.01 Alcohol

a) The ability to consume alcohol in Campus Housing is a privilege and one that is subject to revocation. Only alcohol consumption that is respectful and responsible, as determined by Campus Housing staff, will be tolerated. Alcohol may not be consumed in ways that are unlawful, isolating and segregating to other Occupants, swift and/or in mass quantities, or jeopardizing to a person's safety.

b) You are expected to know and abide by the territorial laws and liquor regulations of the Yukon. If you choose to consume alcohol, you must be nineteen (19) years or older and must not allow persons under nineteen (19) years to consume alcohol in your Unit. It is prohibited for anyone who is underage to drink on College property or come into Campus Housing after drinking elsewhere. It is prohibited for you to provide alcohol to an underage person while on College property, or allow an underage person to drink in your Unit. The act or facilitation of underage drinking will result in probation and/or eviction.

c) Alcohol may only be consumed in the privacy of individual Units or at licensed liquor events on campus. Campus Housing facilities, common areas, parking lots, and other areas of the College grounds are designated public areas where consumption of alcohol is unlawful and prohibited.

d) You are requested to exercise discretion when transporting alcohol. If you are found transporting open alcohol, you may not be allowed to consume it and may be required to dispose of it immediately.

e) Yukon College discourages unhealthy drinking behaviour. Engaging in unsafe drinking practices, including but not limited to binge or rapid drinking, drinking games, room crawls, drinking high proof liquor, pressuring others to consume alcohol, and using drinking paraphernalia is prohibited.

f) Mass consumption of alcohol is strictly prohibited. Determination of mass consumption is at the discretion of Campus Housing and Safety & Security staff members.

You may be identified as having engaged in mass consumption if you demonstrate one or more of the following:

- Vomiting
- Loss of mobility
- Aggressive or strong mood behaviour
- Failure to respond to directions
- Highly impaired speech
- State of unconsciousness
- State of confusion in a familiar setting
- Medical attention is required

g) Large volume containers (i.e., containers holding more than 2L of beer/cider, 40oz of hard liquor, or 3L of wine), mini-kegs or kegs) and drinking paraphernalia (e.g., funnels, vapourizers, drinking hats) are not allowed in Campus Housing. Possession of mass quantities of alcohol is also prohibited.

h) Alcohol cannot be made or sold anywhere in Campus Housing.

i) If you and/or your guest(s) choose to consume alcohol, you must ensure that your consumption does not impact other members of the College community. Alcohol consumption is not an excuse for disruptive or unacceptable behaviour and such behaviour due to intoxication will not be tolerated. Any conduct deemed by Yukon College Staff as potentially dangerous to you or the community, may result in your Emergency Contact, the CARE Team, the Threat Assessment Team, Family and Children Services, or local Emergency Services being called.

j) Individuals suspected of operating a vehicle while impaired will be reported to the RCMP.

## 5.02 Appliances

a) If you are living in 500 and 510 dorm units, you must check with the Campus Housing Office before using any appliance in your Unit. Appliances approved by the Office will be marked. Cooking appliances, including microwaves, crock pots, rice cookers and hot plates, are not to be used in individual Units or in the hallways.

b) Appliances with open elements (e.g., toasters and grills) and/or that require a fuel source are strictly prohibited. Appliances that are allowed in the Units include fans, coffee makers, and electric kettles with auto shut-off.

c) The Campus Housing Office reserves the right to request the removal of any appliance.

### 5.03 Cable and Internet

a) Tampering with the Campus Housing cable or internet service by splitting or splicing a cable, diverting the signal, or attempting any other unauthorized access to the service is prohibited.

b) You are not allowed to install your own wireless routers without approval from the Campus Housing office. Any unauthorized wireless routers will be removed.

### 5.04 Children

a) You are responsible for the behaviour of your children and accountable for any violations that may occur. Supervision is recommended at all times.

b) Outside of participating in a College program, children are not permitted to play in any area inside College buildings.

c) Children are to yield use of the common areas and the computers to Students for study purposes.

### 5.05 Cleanliness

a) You are expected to uphold the cleanliness and hygiene of your Unit, including any exterior doors to the Unit. Campus Housing staff will engage in regular inspections of individual Units.

b) You are responsible for removing your own garbage and recycling and disposing of it in the dumpsters provided outside the buildings. Leaving garbage in the hallway or common areas, disposing garbage in the common area garbage bins, placing garbage outside the Campus Housing building, and/or neglecting to remove large amounts of garbage from individual Units is not permitted and may result in a Service Charge and disciplinary action.

c) Any offensive odours resulting from uncleanness must be dealt with immediately.

d) Failure to comply with requests to address unhygienic conditions or repeated offences of this type may result in progressive disciplinary action as well as your inability to extend a current stay or re-apply for Campus Housing for a fixed period of time.

e) Common areas are shared living spaces within the Campus Housing buildings and are only to be used for their intended purpose. You are required to leave the common areas clean after each use, which includes removing all garbage, putting back any moved furniture, washing and putting away dishes, turning off any appliances, and removing any personal items. Failure to do so could result in disciplinary action and/or a Service Charge.

f) Any personal items left in common areas are held in the Campus Housing Office and will be returned to you for a fee or the completion of a community task as decided by the Campus Housing staff. Items held at the Campus Housing Office for more than three weeks will be donated to a local charity.

### 5.06 Damage to Property

a) You are expected to treat College and community property appropriately. You are accountable for any misuse, destruction or damage to property belonging to the College or someone other than yourself.

c) Damage and/or vandalism of any Campus Housing buildings or property therein will be assessed and the responsible Occupant will be invoiced for repair and/or cleaning charges. Damage and/or vandalism deemed to be done with malice may result in suspension or eviction.

d) Damages to common areas and the contents therein will be assessed and charged to those responsible. If the person/group responsible cannot be determined, charges may be made to the entire floor or building by being split equally among all Occupants.

e) You cannot make repairs or any other structural changes in your Unit.

f) You may be held financially responsible for any damages to the Unit during your occupancy.

### 5.07 Decoration

a) You are encouraged to personalize your Unit with decorations that help you feel more at home. Items such as posters, decals and plants are permitted.

b) You are not allowed to alter your Unit in significant ways, including changing the flooring, paint, or integrity of the walls. Hanging materials, such as push pins, nails, sticky-tak and double sided tape are accepted if used conservatively.

c) Door exteriors and windows are considered public space and are maintained by Campus Housing. Any display considered inappropriate by Campus Housing standards will be removed.

d) Decorations must not cover, hang from or interfere with smoke detectors, sprinklers, or other fire equipment. Tampering with fire safety equipment is a serious offense and can result in eviction.

### 5.08 Drugs and Harmful Substances

a) It is prohibited to possess, distribute or use any substance for the purpose of becoming intoxicated, even if such behaviour is not a violation of law.

b) The possession, manufacture, use of, distribution, delivery, purchase or sale of any controlled substance or illegal drugs in Campus Housing are crimes under federal and territorial law. The violation of these laws on College property may result in eviction, and/or judicial action under applicable laws.

c) Possession of paraphernalia that is associated with the possession, use or trafficking of illicit drugs is prohibited.

d) Circumstances that bring suspicion of substance use, distribution, or sale within Campus Housing or on Campus Housing property can be investigated and can involve Campus Housing Staff or Safety & Security Services entering your Unit. Patterned suspicious behaviour may be disciplined.

e) Specific and direct observations that may prompt drug suspicion include but are not limited to the situational context as well as your physical surroundings, behaviour, speech and/or odour.

f) Individuals suspected of operating a vehicle while impaired will be reported to the RCMP.

### 5.09 Entry

a) You have the right to privacy. When you are not present in your Unit, Campus Housing and Security staff will not enter or allow someone else to enter your Unit unless required to do so as part of performing their duties.



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b) The Campus Housing staff may not enter any Unit or permit access to your Unit, except under the following circumstances:

- To complete inspections and/or repairs or maintenance;
- Where public authorities require access to a Unit for the purpose of performing their duties;
- When the College has reasonable belief that you are in breach of your Contract;
- When the rights of the community are being violated (e.g. sounding alarm clock and no one is present to turn it off); and
- In the event of an emergency.

c) At no time shall another person other than you or the persons on your Occupancy Agreement enter your Unit while you are not present. Persons may only be able to enter your Unit in your absence if you have provided the Campus Housing Office with verbal or written permission to grant such access.

d) Unless named in your permission, no items will be allowed to be removed from the Unit, regardless of the relationship between the person making the request and you.

e) The sharing, lending, copying of and possession of unauthorized keys is prohibited.

f) No Occupant shall enter into or remain in any private Campus Housing premises without proper authority, remain in any premises when asked to leave, be on the roof of a Campus Housing building, or make unauthorized entry into offices, desks, mechanical/custodial rooms, construction areas or any areas marked “restricted” or “staff only”.

### 5.10 Failure to Comply

a) You must comply with directions of Campus Housing and Safety & Security staff members acting within the boundaries of this *Handbook* at all times. Failure to cooperate and/or comply with a request can lead to eviction. This can include, but is not limited to, such actions as refusing to comply with a specific request (e.g., to open a door, to dispose of alcohol, to relocate while smoking); refusing Campus Housing staff or Security entry into a Unit while carrying out their duties; running or walking away or intentionally evading a staff member; or encouraging others to do so.

b) Verbal or physical harassment and/or emotional or physical abuse of staff members carrying out their duties will not be tolerated.

c) Failure to identify yourself when requested to do so by a staff member is prohibited. You are expected to produce photo identification when requested by a staff member in a reasonable amount of time.

d) To falsely identify yourself to a Campus Housing or Safety & Security staff member is prohibited.

e) To not cooperate with or to purposefully mislead a Campus Housing investigation is prohibited.

### 5.11 Fire Safety

a) The storage or use of flammable items in Campus Housing buildings, including patios and balconies, is strictly prohibited.

b) Open-flame items, such as candles, incense, sheeshas, bongos, and barbecues; gunpowder; flammable solvents; and other forms of explosive or volatile material (e.g., lighter fluid, acid, liquid nitrogen, propane and gas) are not permitted in Campus Housing buildings, on balconies or Patios. Campus Housing provides BBQs in designated areas for you to safely use and enjoy.

c) Balconies must remain unobstructed at all times to allow firemen access to the apartment-style units from the outside in the case of a fire. Occupant’s with obstructed balconies will be notified and you will have forty-eight (48) hours to remedy the situation. Failure to comply will result in disciplinary action.

d) It is against City Bylaw to light fire crackers, fireworks or other explosives without a permit within city limits and, therefore, the storage and use of such materials is prohibited on College property.

e) The act of misusing any fire safety equipment, including tampering with, removing, or hanging anything from smoke detectors, fire alarms, or sprinklers, as well as sounding a false fire alarm is a Material Breach of this Agreement and may result in your immediate eviction of the Occupant responsible.

f) The party responsible for sounding a false fire alarm may face legal action. Where the responsible individual is not identified, the costs associated with a false alarm may be billed to all the Occupants in the affected Campus Housing building.

g) Fire safety requirements make it prohibited to:

- Start any fires on Yukon College property, except when authorized to do so at the designated fire pit;

- Block or restrict fire exits, doors, windows, hallways or balconies;
- Store personal items outside the door of a Unit;
- Run electrical wires underneath rugs or carpets;
- Overload circuits.

h) You are required to know what to do in the event of a fire or emergency evacuation. Evacuation from any College building during a fire alarm is mandatory. Failure to evacuate may result in a fine and disciplinary action.

i) Fire maps are posted in all individual Units and common areas.

j) When an alarm sounds:

- Leave the building - this is mandatory.
- Proceed to the designated muster point. (Available in each unit)
- Do not return to a Unit if in another area when the alarm sounds. Proceed straight to a designated muster point.
- Report to the Fire Warden or designated staff on site.
- Do not re-enter the building until the Fire Warden or designated staff member has given the “all clear”.

k) You are advised to keep outdoor clothing, keys and boots close to the door of their Unit during the winter season as evacuation is mandatory regardless of weather.

#### Designated Muster Points:

500/500A/510 –open area next to 510, across from Cafeteria  
520—overflow parking lot in front of the Yukon Research Centre

### 5.12 Furniture and Furnishings

a) You must not remove, move or alter the assigned furniture in the Units and cannot bring furniture, appliances or fixtures from the common areas into the Units. Such actions may be considered theft.

b) You are not permitted to remove furnishings from your Unit and replace it with your own.

c) You must request to replace an item or submit a repair request to the Campus Housing Office.

d) You are not allowed to leave your personal furniture when you move out unless authorized to do so by the Campus Housing Manager. Abandoning furniture any where in Campus Housing will result in a Service Charge.

e) Window screens are not to be removed at any time or you will be subject to a Service Charge for re-hanging and/or damage.

### 5.13 Guests

a) Having guests in Campus Housing is a privilege and is subject to revocation without notice.

b) A guest is defined as anyone you invite, accompany, or admit onto Campus Housing property or into a Campus Housing building. You are responsible for any and all guest behaviour from the time they enter Campus Property until they are off Campus Property. You are not encouraged to allow persons, other than your own guests, into a building, as opening a door and granting entry deems you an Occupant-host and makes you responsible for that guest's behaviour.

c) Guests are required to carry photo ID with them at all times. Failure to produce photo ID upon request may result in the guest being asked to leave Campus Housing property.

d) Any conduct in violation of Campus Housing Community Standards committed by your guest is your responsibility as the Occupant-host. Your guest will be asked to leave the premises and you will receive disciplinary action, up to and including eviction, even if you had not participated in or condoned the violation.

e) You are expected to remain with your guests at all times, however, you are permitted to leave your guests in your unit if the time away is reasonable (ie. less than 30 minutes). Your failure to remain with your guests does not excuse any responsibility for your guest's conduct while on Campus Housing premises.

f) Guests are to yield use of common areas to Occupants.

g) Guests are strictly prohibited from sleeping in any of the common areas within Campus Housing. Extra bedding will not be made available to guests as you are required to provide space and materials required for your guest.

h) Guest privileges may be suspended during exam periods.

i) You are prohibited from knowingly allowing banned persons into Campus Housing. By doing so, you are willingly giving someone access to Campus Housing that College staff have declared unsafe for the Campus Housing community. This offense may result in escalated progressive discipline.

j) If you are living in 500 and 510 Units, you are also required to abide by the following provisions regarding overnight guests:

- You are allowed to host a maximum of one (1) overnight guest. Any guest in Campus Housing after 11:00pm (and before 8:00am) is considered an overnight guest and must be registered on the "guest sign-in sheet". All other guests must vacate the premises by 11:00pm.
- "Guest sign in sheets" are located:
  - 500: Beside the Campus Housing Office
  - 510: In the Entrance Lobby
- To ensure that studying and sleeping are the priority in Campus Housing, any given Unit, regardless of the number of Occupants, are allowed to have an overnight guest for a maximum of three (3) nights in a row, and a maximum seven (7) nights in a month. This total carries over across different guests.
- Overnight guests must be 16 years or older.
- Any exceptions to these provisions must be requested in writing to the Campus Housing Manager at least one week in advance. Permission for special circumstances is not guaranteed and will be at the discretion of the Manager. Your standing with the Office, including finances, will be taken into consideration.

### 5.14 Human Rights

a) Yukon College is committed to providing a safe environment for all members of the College community. The College 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 College 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:

- Read, understand and abide by the codes, policies, regulations, community standards, guidelines and procedures in the *Student Agenda* and this *Campus Housing Handbook*;
- Respect the privacy and human rights of other Occupants, guests and staff by demonstrating respectful behaviour at all times;
- Work cooperatively with College, Campus Housing, and Security staff members in the performance of their duties;
- 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. .

e) 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:

- Distributing offensive material or putting offensive posters/pictures in areas available to public view, including windows or common areas;
- 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;
- Repeatedly following or attempting to make contact with another person when such contact is unwanted.



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## 5.15 Inappropriate Behaviour

- a) You may receive discipline if found engaging in generally disruptive, offensive or inappropriate behaviour, even if the behaviour is not strictly specified within a Community Standard. This includes, but is not limited to, such behaviour as mooning, public urination, and visible nudity.
- b) The use or display of pornographic materials in a common or public area, as well as the solicitation of strippers, prostitutes and escorts are prohibited on Campus Housing property.

## 5.16 Keys

- a) You are responsible for keeping your keys/swipe cards in a safe and secure location. You are expected to carry your keys with you at all times.
- b) Duplicating, lending or sharing of keys is strictly prohibited.
- c) If you lose a key, you are required to tell the Campus Housing Office immediately. A replacement set will be issued for a period of seven (7) days to provide time to find the other set. If after 7 days, the original set of keys is found, the replacement set must be returned. If the keys are not found, you will be required to pay a Service Charge. The same applies for keys not returned upon move-out.



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d) You are not permitted to replace, re-core, or exchange door knobs/handles or locks). Lock changes will be done at the discretion of the Campus Housing staff and may be charged to the Primary Occupant.

f) If you are locked out, you are encouraged to call Safety & Security to gain access to your Unit. You may be asked for photo ID prior to admission to your Unit.

g) A lock-out Fee may be initiated, at the discretion of the Campus Housing Staff, if you are consistently requiring assistance from staff.

## 5.17 Noise

- a) Campus Housing endeavors to provide a living space in which its occupants can study and sleep. As a result of the close living quarters of community living, a reasonable amount of noise is to be expected. While absolute silence may not be possible, noise which may directly disturb another occupant is not permitted. As determined by Campus Housing and/or Safety & Security staff, disruptive noise can include but is not limited to loud talking, noise from stereo equipment, radios, televisions, musical instruments, computer equipment, and telephones.
- b) Excessive noise is an infringement of the rights of other occupants and is subject to disciplinary action.

c) Campus Housing has noise consideration hours enforced 24/7. Strict quiet hours are as follows:

- Sunday-Thursday 11:00pm-7:00am
- Friday-Saturday 12:00am-8:00am.

d) If you are disturbed by noise, you are encouraged to exercise self-advocacy and discuss your concern with the other Occupant(s). Both parties are expected to respond calmly and respectfully towards the other party.

e) Extended quiet hours may be enforced during exam periods.

## 5.18 Pests

- a) You must not allow conditions to exist that, as determined by Campus Housing staff, may encourage the infestation or propagation of insects, rodents or other vermin.
- b) You are required to report the presence of pests, including bedbugs, to the Campus Housing Office.
- c) Campus Housing staff may enter an Occupant's Unit without prior notice and without the Occupant's presence to inspect for pests.
- d) If treatment is required, you are required to comply with the prescribed treatment methods and protocols, including relocation, cleaning and/or removal or disposal of furnishings if necessary. You will not be reimbursed by the College for any disruption, relocation, loss or loss of use of personal possessions.

## 5.19 Pets

- a) You are not permitted to have pets on Campus Housing property, even temporarily.
- b) Occupants found with pets in Campus Housing will be responsible for removing the pet immediately and incurring any cost associated with damage the pet may have caused.
- c) If you require a Service Animal, please contact the Campus Housing Manager for more information on process and required documentation.

## 5.20 Safety

a) You are responsible for abiding by all health, fire and safety regulations of Yukon Territory and for cooperating with staff and other members of the College community to ensure that the Campus Housing buildings are safe and protected from breaches of security.

b) It is prohibited for you to:

- Let persons other than your own guests into Campus Housing buildings;
- Prop open any doors to Campus Housing buildings;
- Throw or drop anything from railings, balconies, windows or rooftops;
- Climb on railings, balconies, buildings, rooftops, sign and light posts, or out of windows;
- Interfere with the normal operation of doors, locks, security cameras, fire alarms, access control systems, electrical or mechanical services, telecommunications equipment, or vending and laundry machines;
- Jump in elevators and/or otherwise disrupt elevator service;
- Vandalize or remove safety and security related signage;
- Participate in dangerous or destructive activities that may cause personal injuries to themselves or others, or damage to property, including, but not limited to, smashing objects, pranks, water fights, dangerous horseplay, and playing sports and excessive physical activities in the hallways and common areas in Campus Housing buildings.

c) If you are found engaging in any of the above activities, you may be assessed charges for any damage and/or repair and may face disciplinary action.

### 5.21 Scents

- a) All occupants must strive to support a scent-sensitive environment.
- b) Strong scents such as room sprays, fragrances, as well as other scents, especially ones from aerosol products, are to be used with caution as others may find them disruptive or offensive.
- c) If you are using a scent which is causing a disturbance, you will be asked by Campus Housing staff to refrain from using it and it is expected that you will comply when such a request is made.

### 5.22 Smoking

- a) Yukon College Campus Housing is a smoke free environment. Pursuant to The City of Whitehorse Smoking Bylaw and the territorial Smoke Free Places Act, smoking is not permitted in any Campus Housing building, in the yards, on balconies, or near the doorways and windows.
- b) Smoking is only allowed in designated outdoor areas and subject to the following conditions:
  - Occupants are expected to use the trays provided for disposing of cigarette butts;
  - Occupants found smoking in areas not specifically designated for smoking may be subject to disciplinary action;
  - Smoking within the Campus Housing buildings or Units is a Material Breach of this Agreement and may result in eviction without notice.

### 5.23 Soliciting

- a) General solicitation on Campus Housing property is not permitted for any business service, product, or other use, including canvassing for funds, sales, memberships, subscriptions or the distribution of political, religious or other literature.
- b) Persons completing Government mandated work, such as a national census, will be permitted into Campus Housing.

- c) Student businesses and/or services being conducted in Campus Housing must not disrupt or impose on the Campus Housing community and must be approved by the Campus Housing Manager. Approval of activities is at the Manager's discretion and is not guaranteed.
- d) Posters and handbills that advertise events, activities, and/or services can be displayed in the designated bulletin board areas after being reviewed and approved by the Campus Housing Office. Unapproved posters that are found in Campus Housing buildings will be removed.
- e) Displaying unauthorized materials on the exterior of buildings, trees, light posts, or other surfaces not specifically designated as a poster area is prohibited and may result in a Service Charge.

### 5.24 Subletting

- a) Subletting and/or lending or sharing of Units in Campus Housing is prohibited even if money is not exchanged.
- b) Occupants of 500 and 510 Units are not permitted to have persons stay in their Unit while they are away.
- c) Occupants of 500A and 520 Units are allowed to have persons stay in their apartment while they are away under the following conditions:
  - Original members of the Occupancy Agreement must remain in the apartment while the primary Occupant is away;
  - New co-Occupant/guests must be added to the Occupancy Agreement;

- New co-Occupants/guests can only remain in the apartment for a maximum of 30 days while the primary Occupant is away;
- The primary Occupant is still responsible for payments and co-Occupant behaviour while they are away;

### 5.25 Theft

- a) Theft or possession of another person's property without permission is prohibited. This includes the unauthorized possession of Campus Housing property.
- b) Depending on the severity of the situation, the incident may be referred to the RCMP.





## 5.26 Violent & Threatening Behaviour

- a) Acts of physical aggression and violence are not tolerated on Campus Housing property. Physical aggression can include but is not limited to fighting, hitting, punching, slapping, kicking, pushing, pulling, strangling or choking, and throwing objects towards another.
- b) Acts of verbal aggression and/or violence are not tolerated on Campus Housing property.
- c) Acts of sexual harassment and/or assault, whether verbal or physical, are not tolerated in Campus Housing. Please refer to Yukon College's Sexualized Harassment and Assault Policy for definitions and processes surrounding incidents of a sexualized nature on Campus.
- d) Engaging in physically or verbally aggressive behaviour or sexual assault is a Material Breach and may result in eviction without notice.
- e) Incidents of violence and sexual assault should be reported to Safety & Security Services and/or Campus Housing immediately.

## 5.27 Vehicles

- a) You are required to register your vehicle(s) with the Campus Housing Office by providing the make, model and license plate number on your Occupancy Agreement. Yukon College reserves the right to limit the number of vehicles registered to a Unit.
- b) All vehicles parked on College property must be licensed and in working condition. You will be notified in writing if your vehicle has been identified as one that needs to be removed. The vehicle must be relocated to a parking spot without a plug-in if not done so already.
- c) Occupants of vehicles that are deemed unfit for Campus Housing property will be informed in writing and will be provided a maximum of three (3) weeks to address the issue or remove the vehicle or the vehicle will be towed at the owner's expense. Any damage done to the property, such as oil spills, may result in a Service Charge.

- d) Vehicles that have not been moved for more than 30 days and/or the owner cannot be identified will be considered abandoned and will be towed.
- e) Vehicles belonging to Occupants who have moved out will be towed at their expense if not collected within 14 days of move-out.
- f) Recreational vehicles, including but not limited to RVs, trailers, AVs and snowmobiles, are not permitted to be stored on College property. Occupants are responsible for arranging parking or storage for these items elsewhere.
- g) All vehicles, including motorcycles, must be parked in designated parking spots and are prohibited from driving on and/or parking on any grass area of Campus Housing property. Any damage to the lawns or other areas as a result of driving and/or parking on undesignated areas may result in a Service Charge.
- h) Motorcycles must not occupy parking spaces with plug-ins.
- i) Bicycles must be stored in the designated bicycle racks or in individual Units. Bicycles that appear to be abandoned will be disposed of. Efforts will be made to identify the owner of the bicycles prior to disposal.
- j) Yukon College will not reimburse or otherwise compensate neither any Occupant nor the owner of any vehicle for the loss or loss of use of any vehicle deemed to be abandoned and/or towed from the property.



## 5.28 Wildlife

- a) Campus Housing is committed to respecting national and territorial conservation efforts and reducing wildlife-human conflict on campus. As such, you are required to limit wildlife attractants on campus, including refraining from the following activities:
  - Storing garbage and/or recycling outside your units;
  - Throwing food and/or garbage on the ground rather than disposing of it in the proper receptacles;
  - Storing food in a yard or on a balcony;
  - Storing poisonous fluids outside your Unit, particularly anti-freeze;
  - Feeding the wildlife on (or near) campus; and
  - Any activity deemed by Campus Housing or Safety & Security staff, under the advisement of a conservation body, as being potentially harmful to wildlife.
- b) Bear spray is permitted on Campus as long as used and stored appropriately.
- c) Tampering with any animal safety equipment, such as the bear bins or bear fences, is prohibited.
- d) You are requested to contact Safety & Security Services immediately when wildlife of concern (e.g., bear, moose or wolf) are seen on campus so that Conservation Officers may be informed of their presence in a timely manner.
- e) Occupants found ignoring these standards and/or abusing wildlife on campus may be subject to disciplinary action and/or a legal fine.

## 5.29 Weapons

- a) Campus Housing defines a weapon as any object that can be seen as threatening to a person's physical or mental well-being.
- b) Possession of real or replica weapons are not permitted on College property. Regardless of whether or not a weapon is legal or illegal, possession of any weapons or ammunition are not permitted.



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This includes but is not limited to firearms, bullets, air guns, bb guns, paintball guns, swords, switch blades, sling shots, brass knuckles.

- c) Any object used in a threatening or aggressive manner will be considered a weapon. This is a Material Breach and may result in eviction without notice and referral to the RCMP.
- d) Items and weapons, other than fire arms, that are used for sporting and/or cultural activities may be permitted within Campus Housing buildings at the discretion of the Campus Housing Manager. If such an item is approved, it must be stored properly at all times and it must be used only for its intended purpose. Improper use of any item(s) will result in disciplinary action and confiscation of the item(s).
- e) Campus Housing staff reserve the right to remove any item at any time if they determine it to be threatening to the community.
- f) Occupants who witness anyone brandishing a weapon or other item that is intended to intimidate or cause harm are encouraged to call the RCMP or 911 immediately and notify the Campus Housing Office or Security staff as soon as possible.

## 6.01 Complaints

Yukon College is committed to providing a safe and positive living environment. When people share living space and common areas, concerns and disputes can arise. The College 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 Campus Housing Mentor or the Campus Housing Manager 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.

- Internal Disclosure - The Complainant’s name is filed in an official 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 Campus Housing Mentors and Manager 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

## 6.02 Investigations

Investigations are conducted for the purpose of gathering facts that relate to a complaint and deciding whether or not 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 or not, 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.

## 6.03 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) College 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) College 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) College 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 Campus Housing Manager 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 Status	Suspension or Eviction
Days to Appeal	Unable to Appeal	Three (3) Days		
Person to Appeal to		Campus Housing Mentor	Campus Housing Manager	Director of Student & Infrastructure Support
Place to Appeal		housingappeals@yukoncollege.yk.ca		
Letter Subject Line		Level 1 Campus Housing Appeal	Level 2 Campus Housing Appeal	Level 3 Campus Housing Appeal

## 6.04 Disciplinary Process

Campus Housing staff endeavour to work cooperatively with Occupants to create and sustain a safe and positive living environment at Yukon College. 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 work space 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 whom 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 College) on College 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 College or community property;
- Demonstration of violent, aggressive, threatening, discriminatory, or harassing behaviour toward any member of the College community;
- Engagement in sexual assault (as defined by Yukon College)
- 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 so as 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 Campus Housing Manager, 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 Campus Housing Manager 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 of time.
Termination	You may have your <i>Occupancy Agreement</i> terminated at any time when thirty (30) days written notice is provided. The decision may or may not have been influenced by conduct. The Campus Housing Manager 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 of time.

### Sanctions

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 College 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.

### 7.01 Campus Housing Office

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

### 7.02 Cleaning

Campus Housing staff will provide custodial services in designated common areas, such as lounges, hallways, and washrooms. Personal housekeeping services are not provided and you are required to clean your own Unit. You are also required to do your part in keeping the common areas tidy by cleaning up after yourself.



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### 7.03 Communication of Information

The Campus Housing Office will do its best to keep Occupants up to date. You are asked to provide the Campus Housing Office with an up-to-date email address and to check that account regularly as this will be the primary way in which the Office communicates with Occupants.

It is your responsibility to keep up to date on Campus Housing information and therefore should check regularly for administrative, facility, and event information on bulletin boards, posters and door-tags, and the Campus Housing web page.

### 7.04 Computer Workstations

Computer workstations are available in the common areas of certain buildings. Priority is given to student homework and research assignments. Where printers are provided, you must provide your own paper. Continued use of the computer workstations is dependent on appropriate use of the equipment and Internet service.

Campus Housing is not responsible for search histories or websites left open. Parents are responsible for monitoring their children's internet use and are encouraged to discuss safe and responsible internet usage with their children.

### 7.05 Disposal (Garbage & Recycling)

Garbage receptacles are provided in all common areas of Campus Housing buildings. Large bear proof garbage bins are provided outside the Campus Housing buildings for the disposal of personal garbage. It is your responsibility to take the garbage from your Unit to the bins outside.

Recycling receptacles are provided throughout the 500 and 510 buildings. Large communal receptacles are provided outside 510 and 520 buildings. It is your responsibility to dispose of your recyclables into the appropriate bins.

### 7.06 Furniture and Furnishings

All Units come furnished with basic furnishing. Dorm units come with a desk, desk chair, desk lamp, shelving, wardrobe, bed frame and mattress, a mini fridge, garbage can, and a small wall mirror. Apartment units come with bed frames and mattresses in each bedroom, small 3 drawer dressers, couch, side table, desk, and desk chair, full size fridge and oven/stove. Apartments in the 520 Building also have dishwashers. Furniture in the Units is not allowed to be removed. You are responsible for supplying all other items you require to complete your comfortable living situation.

The common areas of the building are furnished as well. Furniture and/or appliances in the common areas are not to be removed.

### 7.07 Kitchens and Kitchennettes

In Campus Housing buildings where Units are not self-contained, communal kitchens are available for food preparation and cooking. The kitchens are open from 6:00am to 11:45pm and equipped with stoves, ovens, microwaves, kettles, coffee makers, and toasters. Small kitchennettes equipped with small appliances are provided in some lounges and are available twenty four (24) hours a day. For health and safety requirements, you are required to clean these areas and remove all items after each use.

The continued use of the kitchens and kitchennettes are based on their cleanliness and the community's ability to uphold the Community Standards.

### 7.08 Laundry

High efficient washers and dryers are provided to each Campus Housing community. The costs per load are posted on the machines. All the machines require exact change, which can be provided by the Campus Housing Office between 8:30am-4:30pm. You are required to provide your own detergent and baskets. You use the machines at your own risk and are requested to remove laundry and other personal items promptly.

The Campus Housing Office is not responsible for any damage that may occur while using the machines or for any laundry or other personal belongings left unattended in the laundry rooms. The Campus Housing will monitor the facilities on a regular basis and maintain the equipment as required. Where you become aware of a maintenance issue or lose money due to a machine malfunction you can report the maintenance issue and be reimbursed at the Campus Housing Office during office hours.

### 7.09 Lounges

Lounge areas vary from building to building, and may include any of the following: tables and chairs, couches, cable TV, DVD players, bookshelves, games and recreation equipment and/or toys suitable for children.

Lounges can be a great place to relax and watch cable TV, study, play games, or hang out with other students. Lounges and other common areas are not to be used for sleeping at any time. You are required to respect the rights of the people using these spaces.

### 7.10 Mail Service

Mail is received through Yukon College and delivered to the Campus Housing Office. When it arrives, Occupants of 500 and 510 will have mail delivered under their doors. Occupants of 520 will have mail delivered to their mailboxes. Mail delivery usually takes place after 3:00pm Mondays-Fridays. If you receive a larger package, you will receive notification that you can collect mail in the Campus Housing Office. Photo ID may be required for pick up. Please note that mail delivery may not be everyday and mail can take 1-2 days from arrival in Shipping and Receiving to the Campus Housing

To ensure mail is delivered correctly, mail should be addressed as follows:

(Name)  
(Unit Number), (Building Number) College Drive  
PO Box 2799  
Whitehorse, Yukon  
Y1A 5K4

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



## 7.10 Parking and Plug Ins

Designated parking areas in close proximity to the Campus Housing and College buildings are provided. There are no individually assigned parking spots. All parking at Yukon College is free and cold-weather plug-ins are available on a first come first available basis. The plug-ins are maintained by the Yukon Government and run on scheduled-interval timers in the winter once the outdoor temperatures drops below -20°C. Car 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.

## 7.11 Pest Control

A pest control company is contracted to come in several times throughout the academic year to inspect Campus Housing buildings and spray if necessary. When possible, you will be given twenty four (24) hours' notice if Units need to be inspected. You are requested to immediately report any pests found in any Campus Housing building to the Campus Housing Office.

## 7.12 Private Service Outlets

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 College, including routers and cordless phones;

- 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.

## 7.13 Storage Lockers

A limited number of small storage lockers (approx. 4' x 5' x 4') are available and assigned on a first-come, first-served basis. You must agree to the terms of the Locker Agreement, pay a rental Fee (if applicable) and supply their own lock.

During the academic year, students can request a locker from the Campus Housing office. If one is available, you will be required to complete a Locker Agreement form inclusive of their scheduled move-out date. All lockers must be cleaned out and included in their Unit inspection upon move-out.

During the summer term (May-August), non-students may request a locker. If one is available, you will be required to pay a non-refundable flat Fee of \$25.00, complete a Locker Agreement form and provide a Visa or MasterCard number. Non-students must clear out their lockers no later than August 29th.

When a storage locker is vacated, a damage assessment is done. If there are items left behind or there is damage to the locker, such costs may be deducted from your Damage Deposit or charged to the Visa or MasterCard on file. Any personal items will be kept for a maximum of fourteen (14) days and then will be donated to a local charity. Yukon College is not obligated to recover the cost of the disposed items.

## 7.14 Telephones

Landline phones are provided throughout the Campus Housing buildings so that you may use the make local calls at no cost or make long distance calls using a calling card. When dialing an outside line, always dial '9' before the number.

A public access phone is provided in the entrance of the 500 Building. Dialing '9' is not required to get an outside line when using this phone.

The phones and phone lines are the responsibility and property of Yukon College Campus Housing. Any tampering with the lines or telephones is prohibited.

## 7.15 Vending Machines

Snack food and beverages are available from vending machines in the foyers of the 500 and 520 buildings. Vending machines are in place for the benefit of all Occupants and may be removed if vandalized or mistreated. Any problems with vending machines should be reported to the Campus Housing Office.

## 7.16 Wireless Internet

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

- Use of the College wireless network is at the 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 College 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 College 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.



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