COTR HOUSE STUDENT RESIDENCE

HANDBOOK
&
LICENSE AGREEMENT

Town of Golden
Box 350, 810 9th Ave S
Golden, BC V0A 1H0

Phone: (250) 344-2271

In Event of Emergency:
1-866-951-7449
Welcome to Residence!

Choosing to live in Residence will give you an excellent opportunity to succeed at the College of the Rockies. Living in Residence makes it easy to:

- get to and from classes,
- access the Library and Computer Labs,
- find someone down the hall to help you with a study problem or to socialize with when you’re lonely,
- be involved in extracurricular activities; and
- make good friends.

The Legislative Services Department is here to assist you and help you make your stay a pleasant one.

The Residence is home for up to 5 students who have different interests, backgrounds, beliefs, and lifestyles. We encourage everyone to be flexible, open, and maintain a pleasant attitude to ensure everyone’s enjoyment in Residence.

Please read this handbook.

GOOD LUCK!

Legislative Services Department
TABLE OF CONTENTS

A BRIEF DESCRIPTION.................................................................................................................................................. 4
IMPORTANT TELEPHONE NUMBERS............................................................................................................................... 5
RESIDENCE STAFF............................................................................................................................................................... 6
WHAT DO YOU NEED TO BRING?................................................................................................................................. 7
ARRIVING AT THE RESIDENCE...................................................................................................................................... 8
  When you Arrive.......................................................................................................................................................... 8
  Orientation................................................................................................................................................................. 8
  Late Arrivals............................................................................................................................................................ 8
  Move-in Procedures.................................................................................................................................................. 8
RESIDENCE FACILITIES.................................................................................................................................................. 9
  The Fish Bowl (Common Lounge)......................................................................................................................... 9
  The Bird Cage (Recreation Room)......................................................................................................................... 9
  Laundry Room.......................................................................................................................................................... 9
  Storage.................................................................................................................................................................... 9
  Vending Machines................................................................................................................................................ 10
  Vending Refund Procedure.................................................................................................................................. 10
  Key Sign Out Procedure for Residents.................................................................................................................. 10
  Parking.................................................................................................................................................................. 11
USEFUL INFORMATION.................................................................................................................................................. 11
  Social and Recreational Events............................................................................................................................ 12
YOUR RESPONSIBILITIES.............................................................................................................................................. 14
  Who’s Responsible for Cleaning? You Are!............................................................................................................... 16
MOVE-OUT CHECK LIST.............................................................................................................................................. 17
RESIDENCE FEES.......................................................................................................................................................... 18
STANDARDS IN RESIDENCE....................................................................................................................................... 22
PENALTIES AND FEE ASSESSMENTS............................................................................................................................. 23
LICENSE AGREEMENT.................................................................................................................................................. 28
  A. INTRODUCTION TO LICENSE AGREEMENT........................................................................................................ 29
  B. ACCOMMODATION POLICY...................................................................................................................................... 29
  C. CONTRACT TERM...................................................................................................................................................... 29
  E. AGREEMENT BY COLLEGE....................................................................................................................................... 30
  F. AGREEMENT BY RESIDENT................................................................................................................................... 30
  G. MUTUAL AGREEMENT........................................................................................................................................... 31
  H. REFUNDS AND FORFEITURE POLICIES.................................................................................................................. 32
  I. TERMINATION OR CANCELLATION OF CONTRACT.................................................................................................. 33
  J. LEAVING RESIDENCE DURING THE TERM........................................................................................................... 33
  K. DAMAGES AND COSTS.......................................................................................................................................... 34
  L. RULES AND REGULATIONS.................................................................................................................................. 35
  M. STANDARDS IN RESIDENCE.................................................................................................................................. 39
  N. FINE AND EVICTION APPEALS........................................................................................................................... 40
Evicted residents will not be eligible to re-apply to live in Residence for three years and will forfeit the amount of rent equivalent to appropriate notice of move out as described on page 30, REFUNDS AND FORFEITURE POLICIES. .......................................................................................................................... 41
  O. SECURITY........................................................................................................................................................... 42
STATEMENT OF STUDENT’S RIGHTS AND RESPONSIBILITIES..................................................................................... 43
A BRIEF DESCRIPTION

The COTR House Student Residence is a secure building with five Bedrooms, two bathrooms, with kitchen and living room on each level, for a total student capacity of five.

Amenities include two Common Lounges with Cable TVs, Wifi and Laundry Facilities.

Our goal is to ensure that students are provided an enjoyable environment that is conducive to personal growth and learning. To achieve this goal we have a Residence Supervisor - Viv Thoss (Manager of Legislative Services) and a Resident Advisor - Brenda Smith (Records Management Coordinator)

As a resident of COTR House Student Residence you will be expected to assist us with this goal by adhering to the policies and standards. These include the expectation that you will co-operate with your roommates by keeping your living area clean, respect your environment and maintain quiet hours between 11:00 p.m. and 8:00 a.m. Sunday through Thursday and 1:00 a.m. and 8:00 a.m. Friday and Saturday. Courtesy quiet hours are in effect 24 hours/day and strictly enforced during exam periods.

The Resident Advisor will be at the Town Office from Monday - Friday, 8:30am-4:30pm (excluding statutory holidays).

The Residence Contract Confirmation Form must be signed by you and returned to Town Office in order to guarantee availability of your room. Please note that your acceptance signifies that you will adhere to the detailed Residence License Agreement.

NOTE: The dates published in this handbook are based on the assumption that you are staying in Residence and attending the ATBO program.
IMPORTANT TELEPHONE NUMBERS

EMERGENCIES

AMBULANCE, FIRE DEPARTMENT AND RCMP 911

Bus Depot 250-344-2917
Town of Golden 250-344-2271
Town of Golden Emergency 1-866-951-7449
Lost Keys/Locked Out 250-344-1139
RCMP Non-emergency 250-344-2221
Golden Medical Clinic 250-344-2211
College of the Rockies 250-344-5901

Residence Contact Numbers

Resident Advisor – 250-344-2271 (Ext 241)

THE RESIDENCE IS A SECURE BUILDING

PLEASE KEEP YOUR ENVIRONMENT SAFE BY ENSURING FRONT AND BACK DOORS ARE CLOSED SECURELY BEHIND YOU
RESIDENCE STAFF

The Residence operates with Town of Golden staff. Final decisions are made by the Resident Supervisor.

Contact hours are Monday - Friday from 8:30 - 4:30. As the Advisor is also responsible for ensuring that the Town functions continue (Operations, Planning, Buildings, Bylaws, Streetlights, Contracts/Agreements, Records Management, etc) your enquiries will be answered as time permits. If you would like to make an appointment, please email COTRHouse@golden.ca and an appointment will be set up for the convenience of both parties.

For emergencies after 4:30 p.m. and before 8:30 a.m. and during weekends/Statutory Holidays – Please call 1-866-951-7449

Resident Advisor (RA)

The Resident Advisor is a staff member for the Town of Golden and is available Monday - Friday from 8:30am - 4:30pm.

They assist the residents in interpreting and compliance with the COTR Residence policies and standards. As responsible adults, residents are expected to look after themselves and take intelligent and civilized steps to solve their own problems which can be expected to occur.

RESIDENCE OFFICE

The Residence Supervisor’s office is located in the Town of Golden offices. The financial and administrative business of the Residence is handled from this office. The office is an informational source for you and a place where you can voice any concerns regarding Residence life.

The Residence Supervisor’s office hours vary daily however most of your questions and payments can be handled during regularly scheduled Resident Advisor office hours. If you need to see the Residence Supervisor, feel free to schedule an appointment via email COTRHouse@golden.ca
WHAT DO YOU NEED TO BRING?

- Linen (blankets, sheets for a single bed, pillow).
- Towels and Toiletries
- Stereo or TV (must have ear buds or head phones)
- Mini Fridge (optional)
- Personal items such as an alarm clock, hair dryer, coat hangers, and personal toiletries (including soap and liquid laundry detergent). These, and other supplies, can be purchased locally.

What is available at COTR House?

Equipment includes: vacuums, plungers, brooms, floor cleaning equipment, dust pans and buckets are provided for each level.

When can you move in?

You are welcome to move into your room on the first working day after Labour Day weekend. Move in during a long weekend is not available. Please attend the Town Office in order to obtain keys and be provided a tour of the residence.

Rooms not occupied by September 9 will be cancelled and reassigned without further notice.

Move-in times will be:

8:30 a.m. to 4:30 p.m.

If you are arriving in Residence after the dates stipulated above, you must contact the Residence office prior to arrival to arrange a mutually agreeable move in date and time.
ARRIVING AT THE RESIDENCE IN SEPTEMBER

When you Arrive...

Please go straight to the Town Office which is located at 810 9th Ave S.

At the office you will ask for Brenda Smith. Please have ID ready so we can look up which room you have been assigned. You will then be handed a Residence Room Check Form and you will do a physical check of the room and premises to make sure everything is in order. Once you have returned the completed form to the office, you will be provided with your room key.

Please be very thorough when checking your room and premises as any damages or missing items not noted on the Move In/Move Out form will be YOUR RESPONSIBILITY when you move out.

Orientation Session

If there are multiple questions or issues, we will arrange an orientation session with all students

Move-in Procedure Check List

Mandatory

- Identify yourself to the RA (Brenda Smith).
- Pay any outstanding fees.
- Complete the move-in inspection report, sign it and return to office.
- Sign your contract if you have not already done so.
- Receive your keys.
- Move your personal belongings into Residence
RESIDENCE FACILITIES

Lounges

There are two main lounges in the Residence equipped with televisions. These lounges are available to all residents and are often used for social gatherings.

Outdoor Areas

Do not take any picnic tables from the campground. These tables are owned by the campground and they are responsible for repairing any damages. You must arrange with the campground contractors should you wish to borrow the picnic tables.

Outdoor areas (trees, vegetation, fences, sheds, etc.) are considered Residence property. Intentional damage to Residence property can result in possible eviction. (See Section 13 of Penalties and Fee Assessments). Do not chop, cut or otherwise injure any growing trees, vegetation, fences, sheds, etc. that are located on the Residence property.

Laundry Room

A washer and dryer is available for student use between 8:00 a.m. and 11:00 p.m. Washer and dryer usage is included in your rent.

Storage

There is bike storage available in the shed and general storage downstairs. Keys are provided for the bike storage/general storage area in the shed. As both areas are open to any residents with a key you must secure your items in the shed.

Do not store any of the following items in any storage area - perishable foods, flammable, chemical, caustic, poisonous or other hazardous materials; unsealed containers of liquids; any illegal objects or substances.

The Town of Golden is not liable for lost and/or stolen articles.
RESIDENCE FACILITIES – continued

Forgot Keys & Locked out of Room/House

Please call Viv Thoss (Manager of Legislative Services) at 250-344-1139. She will come down and let you into your room/house. Cost for this service is $25.00 per entry.

Key Replacement Costs

A $130.00 fee for replacing lost or stolen keys (Applied against the actual cost of door lock and padlock replacements - labour plus materials for replacing one interior room door lock, one upstairs exterior door lock, one downstairs exterior door lock and shed padlocks) along with the cost of creating 7 sets of replacements keys will be applied against the damage deposit for keys lost or not returned.

Firepit Regulations

Fire pits can be no larger than 18” or .5 meters across. They are to be used for food, warmth or ceremonial purposes only.

Burning of furniture, picnic tables, beds, chairs, etc will result in the firepit being removed. If the firepit is rebuilt by any tenant then the costs to remove the pit will be allocated to all tenants.

Please note that fires that are visible from the road (in other words higher than the fence) will be reported to the RCMP and the Fire Chief. The RCMP will also be asked to drive by the residence on the weekends to confirm that no large fires are burning in the backyard.
RESIDENCE FACILITIES - continued

Parking
The Residence is within walking distance of all classrooms at the College of the Rockies. Limited parking is available to Residents.

If at any time an unauthorized vehicle is parked in the parking area, the Town Office should be informed. The vehicle will be towed at the owner’s expense.

Municipal bylaws forbid parking recreational vehicles, motor homes or any unlicensed vehicles on the premises. Any unlicensed/uninsured vehicles found in the parking lot will be towed at the owners expense.

The parking area, driveways and other property are not to be used for making vehicle repairs and for storing broken down vehicles.

Residents are expected to co-operate with requests from the Resident Advisor and Resident Supervisor regarding vehicles in the parking area. Failure to cooperate will result in eviction.

Winter Snow Removal - As required, residents with vehicles may be requested to move their cars temporarily to allow for snow removal in the Residence parking lot. Where possible, advance notice will be given.

Visitor Parking - There is no provision for visitor parking on the Residence parking lot. Visitors parking on the Residence parking lot will be towed. Temporary guest parking is available at the Arena.

Motorcycle Parking - There is no designated motorcycle parking in or near the Residence. All motorcycle owners on campus must follow the same guidelines for parking as car owners do.
USEFUL INFORMATION

Social and Recreational Events

Your Student Association encourages you to participate in College-wide activities.

Mail Delivery - Your mailing address is PO Box 1398, Golden BC V0A 1H0.

Mail will not be held or forwarded for residents who have vacated.

Telephone Service - If you wish to have a connection, please contact Telus or Shaw. A pay telephone is located at the campground. Please do not arrange to have your telephone connected prior to your arrival. You must be present to have your telephone connected.

Television and Internet – full cable television package for the common areas and both hardwire and wireless internet provision for all tenants is included in each room.

Internet Password - towngoldencotr

Splitters and cable extensions to individual rooms (whether the cables are run inside or outside the buildings) are not permitted. The Residence Department reserves the right to remove these items and to assess the resident for the cost of removal. Please do not arrange to have your cable connected prior to your arrival. You must be present to have your cable connected.

Headphones or ear buds are mandatory.

Basic Wi-Fi is available throughout most of the building, however, if you require more bandwith you may wish to subscribe to an alternative Internet provider.
USEFUL INFORMATION - continued

Christmas Holidays - The Residence office is closed from December 22 at 12:00 noon to January 1 at 4:30 p.m.

Bicycles - Bicycles cannot be kept in the Residence facility. They damage the carpets and walls within the building. There is designated bike storage in the shed.

Smoking - Smoking is not permitted anywhere in the Residence.
YOUR RESPONSIBILITIES

Room Renovations - You are not allowed to do any room renovations, including but not limited to renovations to furniture and fixtures, hooks in the ceiling, holes in the walls, painting, etc. without the prior approval of the Residence Supervisor.

Garbage Disposal - residents are responsible for their own garbage disposal. Garbage must be disposed of in the garbage bin located in the back or side yard. All garbage should be wrapped and tied in paper or disposable garbage bags before being placed in the garbage bins.

Any garbage left in plastic or paper bags on the back step become a bear attractant. All garbage must be placed in the provided bins. Local bears are not tame and will quickly become habituated to attending the tenant house for a meal. OPEN BAGS ARE PROHIBITED! Garbage is picked up on Wednesdays and MUST BE MOVED out to the curb by 8:00am. Please place the garbage at the front walkway or if this is not possible, position it at the beginning of the driveway so that it is visible to the driver coming down from Selkirk Hill (14th Ave. S). Unfortunately the green bins blend in with the transformer so it is suggested that the bins be placed so that they can be easily seen.

Please see the Recycling & Garbage Pick-up Calendar for your recycling pick-up days.

Littering on the Residence property is a Standards offense. Residents found littering on the Residence property may be required to perform “garbage pick-up duty”. This includes cigarette butts.

Residence Checks - You are expected to keep your room(s) and common areas in a clean, safe and healthy condition at all times. There will generally be a Residence check once each month. Residence management and RAs have the right to check the common areas and rooms at any time during the month if they suspect something is unacceptable.

Room Changes - Any Resident requesting a room change must inform the office of their reason, which has to be approved before a room change will be granted. There is an administrative fee of $25.00 for a request for room change. COTR House Residence reserves the right to re-assign individuals to different rooms and/or floors at any time in the event that such re-assignment is deemed necessary by Residence management.

Unauthorized room changes may result in the Resident being required to move back to his/her authorized assignment and/or disciplinary action.
YOUR RESPONSIBILITIES – continued

Insurance - You are advised to make sure all of your personal effects in Residence are Insured. Your parent’s house insurance may be able to cover your effects, so find out from them first. If not, there are several insurance companies in the Golden area that can provide affordable insurance for your personal items kept in Residence.

You can also be held responsible for any damages you cause to others personal belongings or to the Residence buildings and contents.

Health Insurance - It is your responsibility to ensure you are fully covered by medical insurance. If you are a Resident of British Columbia, you would normally arrange this with the Medical Services Plan and Blue Cross. If you normally reside out of B.C., please be sure to take all the steps needed to ensure you have full coverage.

General Damages – Damages that occur in bedrooms will be charged to the individual living in the room. Damages to common areas and washrooms will be divided between all residents living in the Residence unless the responsible individual contacts the Residence office.

Cleaning and Maintenance - You are expected to keep your room and the common areas clean and tidy at all times. Common areas are a shared responsibility between all roommates. Your responsibilities include emptying the garbage, vacuuming, dusting, keeping fridge and stove clean, washing floors, bathroom cleaning and any other cleaning requirements.

Regular Residence checks are conducted monthly and students not cleaning on a regular basis will be charged for the janitor to perform their cleaning responsibilities. Residents that do not comply with Residence cleaning standards may be asked to move out of the Residence.

Residents will be charged a $35.00 bedroom carpet cleaning fee and (where applicable) costs of cleaning common areas will be proportioned equally among the residents.

Residents are required to clean up immediately after cooking or preparing food and to wash their dishes immediately and put them away.
Who’s Responsible for Cleaning? You Are!

Room 1 – Upstairs
Bathroom:
• Sink, Mirror, Light Fixture
• Counters, Drawers
• Ceiling, Air Vent
Kitchen, Dining, Living Room, Hallway:
• Living Room-Walls & Ceiling
• Kitchen-Fridge & Large Freezer
• Living/Dining Room-Floor
• Living Room-Windows

Room 2 – Upstairs
Bathroom:
• Toilet, Floor, Walls, Door
  • TP Dispenser, Garbage Can
Kitchen, Dining, Living Room, Hallway:
• Hallway-Walls & Ceiling
• Hallway-Floor
• Kitchen-Stove Top/Burners & Microwave
• Kitchen-Cupboards
• Kitchen-Windows

Room 3 – Upstairs
Bathroom:
• Bathtub, Bathtub Walls, Shower Curtain
• Towel Rack
Kitchen, Dining, Living Room Hallway:
• Kitchen- Walls & Ceiling
• Kitchen- Oven (Interior & Bottom Drawer)
• Kitchen/Cupboards
• Kitchen-Windows

Room 5 – Downstairs
Bathroom:
• Sink, Mirror, Light Fixture
• Counters, Drawers
• Ceiling, Air Vent
• Shower Floor, Shower Walls, Shower Curtain
Kitchen, Dining, Living Room, Hallway:
• Living Room-Walls & Ceiling
• Kitchen-Fridge/Freezer
• Living/Dining Room-Floor
• Living Room-Window
• Kitchen- Walls & Ceiling
• Kitchen-Floor

Room 6 – Downstairs
Bathroom:
• Toilet, Floor, Walls, Door
• TP Dispenser, Garbage Can
• Towel Rack
Kitchen, Dining, Living Room, Hallway:
• Hallway-Walls & Ceiling
• Hallway-Floor
• Kitchen-Stove Top/Burners & Microwave
• Kitchen-Cupboards
• Kitchen-Oven (Interior & Bottom Drawer)

All Occupants:
Laundry Room:  Rm 1-Sweep Floor
Rm 2-Wipe Down Appliances
Rm 3-Empty Lint Tray/Garbage
Rm 5-Vacuum/Shake Out Rug
• Rm 6-Walls/Ceiling

Stairways:
Rm 1-Interior-Sweep
Rm 2-Interior-Mop
Rm 3-Exterior Upstairs-Sweep
Rm 5-Exterior Downstairs-Sweep
Rm 6-Exterior Back Door-Sweep

All residents are responsible for their own cupboards, all counter tops, kitchen sink and dishes, under the sink, and common closet.

Residents are responsible for bedroom carpet and Common Area floor cleaning.

Blinds clean and in good working order.

Resident of each floor must share responsibility for removing the kitchen garbage daily.

Kitchen Sink and Counters are a shared responsibility and everyone must do their own dishes and put them away, wipe off the counters and clean the sink.

What Does This Mean?

All residents are expected to clean up after themselves on a regular basis. The Residence staff will complete monthly Residence checks to ensure your areas are being kept neat and clean. During Residence Checks, you are responsible for all areas assigned to your room number. Any cleaning requirements that have not been fulfilled will be completed by Residence janitorial staff, and charged back to the student at a rate of $30.00/hour and may result in points, fines and eviction.

The cleaning requirements assigned to any empty rooms in your area must be completed by remaining residents. For example, if room 1 is empty, occupants of room 2 and 3 will share the bathroom responsibilities of 1, in addition to their own.
MOVE-OUT CHECK LIST

Clean and prepare your room and common areas for inspection. Cleanliness standards are higher for move-out than during the semester as common areas and rooms must be left clean enough to move another resident into that room.

Arrange a Residence Check with the Resident Advisor on duty. Move-out Checks are completed during Resident Advisor office hours only. Complete the move out form carefully.

After inspection and Move-Out form is completed return all keys to the RA or drop in the box outside the office. Unreturned keys = $130.00

All mail received after your move out will be returned to sender.

Make arrangements to have your internet and cable disconnected and to return modems or other equipment to the Telus or Shaw.

Every attempt will be made to refund your Damage Deposit within six weeks, less any deductions for damages, cleaning, etc.

Any non-food items left behind in the Residence will be disposed of after one month. Food items will be disposed of immediately and the resident will be charged for removal.

Any furniture or belongings that don’t belong to the Residence will be disposed of at the student’s expense. Common area furniture disposal costs will be divided among all residents of the common area.

RESIDENCE CHECKS WILL BE CONDUCTED
MONDAY THROUGH FRIDAY BETWEEN 8:30 A.M. AND 4:30 P.M.
OR ON DATES AS PREARRANGED.

Common area carpet and floor cleaning charges will be divided between all occupants
**RESIDENCE FEES**

**Application Fee and Room Deposit**

The COTR House Residence offers nightly, weekly and monthly accommodations with varying rates dependent upon the length of stay.

All students applying for weekly or monthly occupancy must submit a non-refundable $35.00 application fee with their application. (This does not apply for "Normal Academic Year" students.)

All students remaining in Residence longer than one week must pay a $150.00 refundable damage deposit. (This does not apply for "Normal Academic Year" students.)

**Residence Fee Payment Due Dates**

**Normal Academic Year - $450 p/month**

**September to April Semester**

<table>
<thead>
<tr>
<th>Application Fee-$N/A if Sept. to April Occupancy</th>
<th>Submit with application form</th>
</tr>
</thead>
<tbody>
<tr>
<td>Damage Deposit - $225.00</td>
<td>August 20</td>
</tr>
<tr>
<td>Rent Deposit - $450.00</td>
<td>August 20</td>
</tr>
</tbody>
</table>
**Residence Fee Payment Notes:**

- Students leaving prior to the end of the month will not be refunded.
- Students arriving after the beginning of term will pay $450 p/month.
- Residence fees are normally due in advance and are payable on the 1st of every month.
- The application fee is non-refundable (applicable for short term stays only).
- Damage deposits are refunded after departure less any outstanding charges for cleaning, rent, and damages. Carpet cleaning charges for bedrooms ($30.00) will automatically be deducted from damage deposits if the residents have lived in Residence for more than 3 consecutive months.

**Other Fee Payment Schedules**

**Weekly Rate**

$150.00/week (if student brings bedding, etc.)

**Daily Rate**

$30.00 per night plus taxes
RESIDENCE FEES Continued

Rent Refund Policies Prior to Move-in

Room rental fees will be refunded if:

1. The College of the Rockies refuses you admission and you notify the Residence Supervisor (proof must be submitted). Notification must be received by the Residence Supervisor 15 days prior to the first day of classes or the daily room rate will be charged until notification is received. THE ADMISSIONS OFFICE DOES NOT NOTIFY THE RESIDENCE WHEN STUDENTS ARE NOT ADMITTED.

2. You are unable to accept a room assignment because of a substantiated medical reason (medical certificate required) and a written cancellation is received prior to August 31 or December 31.

3. We are able to rent your room and the Residence is fully occupied at the time of your cancellation.

Please note that students will forfeit their assignments and room and damage deposits if they fail to pay the fees due by the date shown on their assignment notice or if they do not occupy their rooms by September 15th. The room and damage deposits in these cases will be non-refundable.

Rent Refund Policies after Move-In

Room rental fees may be refunded if:

1. You have notified the Residence Office in writing of your intent to vacate Residence and provided 1 full month’s notice from the 1st day of the month.

2. We are able to rent your room and the Residence is fully occupied at the time of your departure.

3. Unusual and compelling circumstances, which, in the judgment of the Residence Supervisor, entitles the Residents to special circumstances.

Residence rental fees are payable each month and there will be no deduction while away during holidays.

Priorities Assigned To Applications

Any registered student is eligible to live in Residence and assigned on a first come, first served basis.
RESIDENCE FEES - continued

MAKE CHEQUES PAYABLE TO: “Town of Golden”. To avoid misplacement of your payment and possible cancellation of your assignment your name should be printed on the back of all cheques, money orders and bank drafts.

FORWARD TO: Payment should be dropped off or mailed directly to the Town of Golden, PO Box 350, Golden, BC V0A 1H0

RETURNED CHEQUE: A service charge will be levied on all cheques returned by your Bank.

LATE FEES: Late payments of Residence fees may not be accepted. In the event that payment is not received by the due date, the Resident’s assigned room may be forfeited and assigned to another eligible applicant. Contact the Residence office at 250-344-2271 to discuss late payments.

ROOM ASSIGNMENT PROCESS: As our assignment process is entirely separate from the College’s academic system and is first come, first served. Residents must pay the first installment of Residence fees by the due date shown on the assignment notice, regardless of whether or not they have been admitted to COTR at the time of payment. Refunds will be granted in accordance with Section H of the License Agreement.

AFTER April 30: Those students wishing to remain in Residence during all or part of May, June, July and August must advise the Residence Supervisor upon move-in. Room assignments are not guaranteed past April 28 without prior approval from the Residence Supervisor.

Short Term and Non-semester Students please see the Residence Supervisor for Appropriate payment schedules
STANDARDS IN RESIDENCE

“The COTR House Student Residence is committed to ensuring that all members of the Residence Community are able to study and work in an environment of tolerance and mutual respect that is free from harassment and discrimination.”

1. Statements of rights of the individual within the Residence community:

The well being of the Residence community rests on the balance of the community’s ability to meet the needs of the individual and vice-versa. This balance is best achieved when all individuals are aware of their personal rights and responsibilities and those of their fellow residents.

As such, the following principles were designed to describe the rights of the individual within the Residence community.

- All individuals within the Residence community have the right to consideration and respect for their feelings and personal needs while at the same time respecting the same rights of every other person within the community.

- All individuals within the Residence community have the right to live in an environment where their personal possessions and communal space area is respected by every other individual.

Residence Standards offenses include violations of Rules & Regulations detailed in section L of the License Agreement as well as:

- unreasonable noise, raids and destructive pranks,
- willful damage or vandalism, fighting,
- refusal to keep open alcohol within designated areas,
- throwing food and/or food fights,
- physical assault, verbal abuse or harassment,
- risking building security by propping open entrance doors or using the automatic door openers normally reserved for disabled persons.

2. Residence Standards violations are handled by RAs and the Residence Supervisor.

Penalties range from warnings, probation, de-merits points, fines, and community service, to eviction. All incidents of sexual violence or misconduct and harassment should be brought to the attention of the Residence Supervisor who will refer them to the appropriate party(ies). Criminal activity will be referred to the R.C.M.P.

3. The Residence Supervisor may decide to deal directly with any incident such as

Those involving individuals who pose a serious threat to any resident’s well being. These situations may also be dealt with using the Standards Procedures.

4. For further information about the Residence Standards Procedures,

Residents should see the Residence Supervisor.
**PENALTIES AND FEE ASSESSMENTS**

If rules and regulations, covenants, or agreements are broken by the Resident, depending upon severity and previous history of the Resident, an informal warning, a formal warning, assignment of a point or points or a fine and/or eviction will follow. Point assignment is the most common penalty and fines are generally allocated closer to the end of the resident’s departure.

Penalties are assigned to Residents by the Resident Advisors or Residence Supervisor in conjunction with recommendations by the RAs.

The accumulation of $100 in fines or 4 points may lead to termination of the License Agreement and immediate eviction. Any Residents being assigned a formal warning, point or fine will be so informed in writing by the Residence office and is expected to pay the fine within 2 days, or face further penalties.

Previous disciplinary action will be taken into account in the allocation and assignment of rooms at the beginning of a new semester.

The Resident Supervisor, in consultation with the Resident Advisor, may offer Residents with points or fines the opportunity to work off the value of their penalty by doing community service from which other Residents will benefit.

**Guidelines for Penalty Assignment**

RAs recommend penalties to the Residence Supervisor who is responsible for the decision to penalize a student, based upon the guidelines outlined below.

The Residence Supervisor has the discretion of reducing points or amount of the fine assigned to a Resident if, following the infraction; the Resident came forward immediately; took responsibility for his/her actions; was cooperative and apologetic; and took steps to make amends.

**Point and Fine Assignment**

1. Lack of personal cleanliness and/or failure to maintain clean and sanitary conditions within a common area or room will result in the assignment of points and may lead to eviction.

2. Abuse of fire equipment (i.e., alarms, extinguishers, hoses, detectors, exit signs) - Eviction, point(s) assignment and possible $150 fine and possible criminal charges.

3. Assault (incident of physical aggression not on justifiable grounds of self defense) – Eviction, point(s) assignment.

4. Being on the rooftop - point(s) assignment $50 fine.

5. Break-in and/or illegal entry - With intent to: a) do a “room job”: fine at the discretion of an RA; or b) cause damage, commit theft, etc.; eviction, possible criminal charges and/or $100 fine.

6. Ejection of objects from windows and/or stairwells - Potentially harmful objects: point(s) assignment eviction, plus possible $50 fine, and possible criminal charges; non-harmful objects: up to $50 fine.
7. Failure to abide by non-smoking area policy - point(s) assignment and 1st offense: verbal warning; 2nd offense: $20 fine and 1 point; 3rd offense: $30 fine and one point; 4th offense: $40 fine and one point; 5th offense, possible eviction.

8. Failure to exercise proper discretion and/or responsible behaviour (actions which are clearly unacceptable to our Residence standards but are not specifically identified in Rules and Regulations) - point(s) assignment and/or $10 to $100 fine as recommended by RA.

9. Fighting (incidence of physical aggression where instigator cannot be determined) - $50 fine for each party and the possible assignment of points, or eviction.

10. Guests in Residence - Residents who wish to have guests stay with them may receive permission for up to three nights for each 30 day period. Unapproved stays may result in eviction, plus possible fines or accommodation charges. A Resident who hosts a non-resident is fully responsible for their guests’ actions and any resulting disciplinary action including fines and damage assessments will be fully assigned to the Resident.

11. Hosting an evicted Resident - point(s) assignment and/or 1st offense: $50 fine; 2nd offense, eviction.

12. Hosting an unauthorized party in a room or common area - point(s) assignment and/or $50.00 fine.

13. Intentional damage to Residence property - point(s) assignment, plus assessment for cost of damage, possible eviction; severity of penalty depends upon the Resident’s acceptance of responsibility and the amount of damage.

14. Misleading, failing to cooperate with a RA or any other Residence staff member (including the Campground Contractors) - Depending on the severity, $25.00 fine and/or point assignment and/or depending on the severity - possible eviction.

15. Misleading a Staff Member - In circumstances where a Resident is found to be misleading or lying to a staff member in an investigation, the Resident may be assigned point(s) and/or fine of $10 to $100 and/or depending on the severity - possible eviction.

16. Noise violation - (whether made personally, by equipment, instrument, etc.) point(s) assignment and/or $10 to $50 fine and if continued, eviction based on the following considerations: level of disturbance; past pattern of noise infractions; whether or not “quiet hours” were in effect.

17. Consumption of open alcohol in a non-drinking common area (visible to passersby) - point(s) assignment and/or $20 fine for first offense; $30 per offense thereafter.

18. Pets. College policy prohibits pet in Residence.

19. Running or playing of games in hallways/common areas - point(s) assignment and/or fines up to $100 depending on circumstances and damage.

20. Possession of a keg - possible eviction.

21. Possession of weapons – Points, fines or eviction.

22. Use of weapons - Eviction and possible criminal charges.
23. Possession or use of non-medical or illegal drugs or associated paraphernalia may result in referral to the RCMP and could result in eviction.

24. Sale and trafficking of illegal and/or non-medical drugs; cultivation of drugs - eviction and referral to RCMP.

25. Raid – points and $10 to $50 per person involved and possible clean-up assessment depending upon severity and amount of mess/damage.

26. Removal of Residence property into rooms or other areas without permission - 1st offense; $25.00 fine. Additional offences or refusal to return the item will result in point assignment.

27. Smashing objects - point(s) assignment and/or $10 to $40 fine; potentially harmful objects (i.e.: bottles): point(s) assignment and/or $30 to $60 fine.

28. Subletting - Eviction of both Resident and sub lessee.

29. Ringing elevator emergency bell (when it is not an emergency) - point(s) assignment and/or $10 to $20 fine/

30. Tampering with or damaging elevators - eviction, plus assessment for cost of repairs.

31. Initiation (tanking, chairing, etc.) - As recommended by an RA, depending upon severity, point(s) assignment and/or up to $100 fine.

32. Theft - eviction and probable referral to RCMP.

33. Unauthorized key possession - point(s) assignment and or 1st offense: $25 fine; 2nd offense: eviction.

34. Use of explosives (including fireworks and fire crackers) - Any incident which threatens the safety and/or health of Resident(s): eviction; non-harmful incident: point(s) assignment and/or $20 fine.

35. Verbal, physical, or written abuse/harassment of a fellow Resident – points and possible fines upon severity and previous history. (Incidents or threats of sexual violence, sexual misconduct, harassment, physical abuse will be reported to the College Administration and may affect the resident’s academic standing and could result in eviction and possible criminal charges).

36. Water fights – point assignment(s) and/or $20 fine per person involved and possible clean-up assessment.

37. Bike in room instead of outdoor bike secure area - $10 fine.

38. Fire Drill - non-compliance - point assignment(s) and/or $25 fine.

39. Speeding, dangerous driving, burning rubber, driving unlicensed/uninsured vehicle, etc. on-campus: point assignment(s) and/or fine of $10 to $100 depending on severity, possible vehicle towing, eviction and criminal charges.

40. Doors - keeping doors open, slamming doors, etc. - especially after quiet hours - point assignment(s) and/or $10 first offense, second offense see #15 above.
41. Parking and/or vehicle repairs in undesignated/unauthorized areas - point assignment(s) and/or fines plus possible towing.

COMMUNITY SERVICE

In response to any incident, the Residence Supervisor, in consultation with the RAs, may also decide to assign the student a form of “community service” appropriate to their offense. Examples of community service include:

- Grounds clean up or improvements
- Poster making
- Presenting a program to other Residents
- Assisting with/working at an appropriate program or activity in Residence
- Minor janitorial work

Community Service in exchange for points is offered only when the resident has clearly demonstrated positive behavioural changes over time.

BEHAVIOUR CONTRACTS

With the accumulation of four points (which normally results in eviction), a resident may be offered the option of signing a Behaviour Contract. The Contract will clearly outline the Resident’s offenses, expected behaviour and consequences of not adhering to the conditions of the contract (generally immediate eviction).
The preceding guidelines have been developed to ensure that everyone has the opportunity to enjoy Residence life.
This License, together with the Student’s Application Form and Residence Contract Confirmation Form, constitutes an offer by Town of Golden to Contract with the Resident for the assigned accommodation. The Contract shall be deemed to have been accepted only after the Resident has signed and returned to COTR the Residence Contract Confirmation Form with the full specified damage deposit and Residence fees down payment.
A. INTRODUCTION TO LICENSE AGREEMENT

Town of Golden (TOG) agrees to permit the Resident student to use as a Residence, the room assigned and to utilize the common facilities available in the Residence on its campus.

This License, together with the Student’s Application Form and Residence Contract Confirmation Form, constitutes an offer by TOG to Contract with the Resident for the assigned accommodation. The Contract shall be deemed to have been accepted only after the Resident has signed and returned to TOG the Residence Contract Confirmation Card with the full specified damage deposit and Residence fees down payment.

TOG reserves the right to amend the terms, conditions and regulations of the Agreement, in writing, as deemed necessary for the effective and reasonable operation of the Residence. All such amended or additional terms, conditions or regulations shall be binding, effective the date they are published, as if originally incorporated herein.

TOG provides housing to Residents by way of this License Agreement only, and the Residential Tenancy Act of B.C. does not have any application to this agreement.

B. ACCOMMODATION POLICY

Preference will be given to full-time students. TOG will not discriminate room assignment on the basis of race, religion, national origin, disability, sexual orientation or political affiliation. Failure to meet assignment preferences requested by the Resident on the Application Form will not invalidate this contract. TOG reserves the right to change room assignments at any time.

C. CONTRACT TERM

This contract remains in effect for the entire period stated on the Residence Contract Confirmation Form or both First and Second Terms. If entered into after the commencement of the academic year, the contract remains in effect for the balance of the academic year.

The term includes the Christmas Break period. **PLEASE NOTE THAT OVER THE CHRISTMAS BREAK RESIDENTS RETURNING FOR THE WINTER (January to April) SEMESTER ARE NOT REQUIRED TO VACATE THE RESIDENCE DURING THE CHRISTMAS BREAK PERIOD.**

Failure to vacate your room with 48 hours of your last exam or scheduled class, without written authorization of the Residence Supervisor, may void your eligibility for Residence the following Term and result in additional charges. Extended contracts for the months of May through August may be arranged by application to the Residence Supervisor

**INDIVIDUALS NOT RETURNING FOR THE WINTER SEMESTER ARE REQUIRED TO BE COMPLETELY MOVED OUT OF RESIDENCE WITHIN 24 HOURS OF THEIR LAST SCHEDULED CLASS OR EXAM OR BY DECEMBER 18 AT 12:00 NOON.**

Residence fees are payable be the first of every month.
D. LIABILITY

TOG shall not be held responsible for property belonging to the Resident that may be lost, stolen or damaged in any way, wherever this may occur on the premises, including storage facilities. Nor shall it be responsible for any injury to or death of a Resident, his/her guests or invitees while in or about the Residence, unless such loss, damage, injury or death is caused by negligent or willful act of TOG or its agents. See the Residence Handbook regarding personal effects insurance.

The Resident shall not do or permit to be done any act or things that may render void or voidable any insurance policy of the TOG. The Resident shall indemnify and save harmless the TOG from and against any expense, loss or damage suffered by the Town by reason of any breach or non-performance by the resident of any term of this contract.

E. AGREEMENT BY TOWN OF GOLDEN

The Town agrees to furnish to the Resident accommodation by way of a license only. This service is provided for on the terms and conditions herein stated.

F. AGREEMENT BY RESIDENT

The Resident covenants with TOG:

1. To pay Residence Fees on time;

2. To pay for the repair of damage (normal wear and tear, damages caused by fire, lightning and tempest excepted);

3. To permit TOG Residence staff and RAs to perform routine inspections to view the state of cleanliness of his/her room;

4. In cases of emergency or in situations deemed urgent by Residence staff, TOG employees will enter room(s) without notice;

5. Not to assign, sub-license, let or share the occupancy or control of his/her room without the consent, in writing, by TOG staff;

6. To leave their room and building including all furnishings, appliances and equipment in the same repair and clean condition as when they first occupied them, subject only to normal wear and tear;
7. To fully observe and abide by all Rules and Regulations;

8. That the Resident is a student at COTR, or if not, COTR has specifically authorized occupancy as a non-student;

9. That TOG may re-enter, take possession of the room and terminate this License Agreement if the Resident fails to pay rental fees, deposits, fines or assessments within 72 hours of notice that they are due, or 24 hours if a Resident fails to perform any covenant of the Rules and Regulations;

10. That if any amount(s) are owing to TOG, it may withhold the Resident’s transcripts of course marks until such amount(s) are paid in full.

G. MUTUAL AGREEMENT

TOG and the Resident student hereby agree that:

1. This License may be terminated immediately by TOG if the Resident is not, or ceases to be a student of COTR.

2. TOG shall reserve the right to require that the room assignment herein be changed from time to time at its absolute discretion, providing that reasonable notice to move be given to the Resident. If TOG requires a room change during the Fall and Winter semesters, the cost of transferring a telephone, internet or cable will refunded to the Resident.

3. Repairs or Replacements:

   If a Resident is responsible for damages or losses to rooms, common areas or grounds repairs or replacements shall be undertaken and carried out by TOG at the sole cost of the Resident, and the Resident shall pay TOG the actual cost or $5, whichever is the greater. In the event of damage or lost property to the common areas that cannot be attributed to any particular Resident(s) or their guests, the cost of restoration or repair shall be divided and assessed equally among all of the Residents of the rooms or building common areas affected. The housekeeping rate includes the cost/hour of cleaning plus an administrative fee.

4. Where notice to clean a room or area has been given to a Resident and the notice is disregarded, the Residence staff may instruct and pay housekeeping staff to clean and charge the Resident the cost, plus an administrative fee as in (3) above. The housekeeping rate includes the cost/hour of cleaning plus an administrative fee.
H. REFUNDS AND FORFEITURE POLICIES

Rent Refund Policies Prior to Move-in

Room rental fees will be refunded if:

1. The College of the Rockies refuses you admission and you notify the Residence Supervisor (proof must be submitted). Notification must be received by the Residence Supervisor 15 days prior to the first day of classes or the daily room rate will be charged until notification is received. THE ADMISSIONS OFFICE DOES NOT NOTIFY THE RESIDENCE WHEN STUDENTS ARE NOT ADMITTED.

2. You are unable to accept a room assignment because of a substantiated medical reason (medical certificate required) and a written cancellation is received prior to August 31 or December 31.

3. We are able to rent your room and the Residence is fully occupied at the time of your cancellation.

Please note that students will forfeit their assignments and room and damage deposits if they fail to pay the fees due by the date shown on their assignment notice or if they do not occupy their rooms by September 15th. The room and damage deposits in these cases will be non-refundable.

Rent Refund Policies after Move-In

Students leaving prior to the end of the month will pay $450.00/month. Room rental fees may be refunded if:

1. You have notified the Residence Office in writing of your intent to vacate Residence and provided 1 full month’s notice from the 1st day of the month.

2. We are able to rent your room and the Residence is fully occupied at the time of your departure.

3. Unusual and compelling circumstances, which, in the judgment of the Residence Supervisor, entitles the Residents to special circumstances.

Residence rental fees are payable every month and early departures in December and April are not eligible for refund.
I. TERMINATION OR CANCELLATION OF CONTRACT

1. The Resident may cancel the contract before August 1 by giving notice, in writing, to the Residence Supervisor. Letters of cancellation must be received prior to August 1 to be considered valid. Refunds will be based on the Refund and Forfeiture Policies, Section H.

2. After August 1, the Resident may cancel the contract by giving 30 days written notice from the first day of the month. Refunds are subject to the Refund and Forfeiture Policies in section H.

3. The Town may terminate or temporarily suspend this contract without notice, in the event of a situation that makes continued operation of the Residence not feasible, or for any other reason it deems desirable in its sole discretion.

4. The Town may cancel or terminate this contract if the Resident fails to meet the full terms and conditions stated in sections L and M.

J. LEAVING RESIDENCE DURING THE TERM

If you plan to withdraw from student Residence during the term, you are required to give 30 days' written notice from the first day of the month specifying which day you intend to give up your room assignment. Notice is dated as of the date it is received by the Residence Supervisor.

This notice to vacate applies to the room you are currently occupying. Should you switch rooms, your notice to vacate will be rescinded. You must complete a new notice to vacate for the room you will be occupying once you have assumed a new occupancy.

The resident may be required to vacate his/her room within 3 days after loss of student status, or before 12:00 noon on the termination date of this contract, unless special arrangements are made with the Residence Supervisor.

Rooms must be left in an acceptable, clean condition and in good repair. Failure to follow established checkout procedures may result in assessment and/or loss of any Residence fee refund.

Individuals will continue to be charged for Residence rental fees if:

a. Thirty days from the first day of the month written notice was not given before departure.

b. Notice was not given before departure and all Residence bedrooms are not occupied. In this case a refund will be as of the date that the building is re-occupied or one full calendar month from date of departure, whichever comes first.
LEAVING RESIDENCE DURING THE TERM continued

c. The keys were not returned to the Residence Supervisor and the Room Check Form not signed.

If you withdraw from the College, you may be required to vacate Residence within 72 hours of your official withdrawal. A copy of your “Withdrawal Request”, obtained from the Registrar's Office, must be taken to the Residence Supervisor before leaving Residence in order to ensure that you receive the proper refund.

It normally takes three to six weeks before a cheque is processed and sent to the individual at the forwarding address given prior to departure from the Residence. Processing of refunds is initiated after your departure from Residence.

All rooms vacated by residents will be inspected by the Residence Department. A deduction from the damage deposit will be made to cover the cost of damage to property, missing items, or to complete unreasonable cleaning requirements.

K. DAMAGES AND COSTS

Residents who make use of any common areas, laundry rooms, etc. must leave the same in a clean and tidy condition at all times. The Resident agrees to pay for any damages, lost property or unnecessary service or administrative costs caused by the Resident or their guests to the Town Residence facilities through accident, neglect or intent. Where more than one resident occupies a common area and responsibility for cleaning, damage and loss in the common area cannot be ascertained by the Town, the cost of cleaning, damage or loss will be divided and assessed equally between the residents of the Residence.

All residents will be assessed equally for such costs. Determination by the Residence Supervisor that a particular resident or a number of particular residents are responsible for damage shall be final and conclusive. Alternatively, the resident's or the Residence Supervisor’s determination that identification of a particular resident or group of residents as responsible for damage cannot be made, shall also be considered final and binding.

Invoices for damages and costs will be issued periodically and payment of invoices is required within 20 days. Where charges and costs have not been paid by the specified date, a late fee will be added.
L. RULES AND REGULATIONS

This section is a very important part of your contract with the Town. Every Resident is under jurisdiction of federal and provincial laws and rules, as well as policies of TOG. Do not expect special consideration. Illegal actions may result in removal from Residence and subsequent legal action.

1. **Guests:**

   Only one guest is allowed per student at any one time in the Residence.

   **Residents are responsible for their guests’ behaviour and must be present to host their guests.** Guests must leave the building no later than 11:00 p.m. Sunday through Thursday and 1:00 a.m. Friday and Saturday, unless prior arrangements have been made with the Residence office or RA. All rooms are designed as single occupancy rooms. If approved by the Residence Supervisor, residents may accommodate overnight guests in their rooms for a maximum of three nights in any given month. No extra bed is made available and guests may not sleep in the lounges. No person may be the guest of more than one resident in succession so as to exceed the maximum of three nights per month in Residence. Hosting an evicted Resident is prohibited.

2. **Quiet Hours.** The Residence accommodates up to 5 people. When you have that many young energetic individuals living together, one must expect a certain degree of disruptive noises. However, everyone must be aware that the Residence exists to accommodate people interested in securing a college education. No one can succeed without studying and, therefore, TOG has a mandate to ensure that residents can study (and sleep) in the Residence.

   “**Courtesy Hours**” are in effect 24 hours per day and should be highly regarded.

   Quiet hours are defined as those times during which residents are prohibited from making any noise that can be heard in any bedroom other than their own. This refers primarily, but not exclusively, to noise emanating from stereo equipment, radios, tape recorders, television sets, musical instruments and verbal communication.

   The following Quiet Hours have been established and must be adhered to:

   - Sunday - Thursday (inclusive)  \[11:00 \text{ p.m. to 8:00 a.m.}\]
   - Friday - Saturday  \[1:00 \text{ a.m. to 8:00 a.m.}\]
   - Exam Periods  \[24 \text{ hours}\]

   Every resident has the right to request that other people minimize their noise, even during times that are not quiet hours. However, if one feels uncomfortable or unsuccessful in this situation, he/she should approach a RA. Similarly, if someone has requested that you be quiet, respect that person’s wishes and reduce your noise output.

   Failure to adhere to Quiet Hours may lead to notice to terminate and expulsion.
RULES AND REGULATIONS Continued

3. ALL AUDIO AND VIDEO EQUIPMENT MUST BE PLAYED AT A REASONABLE VOLUME. Students are also requested to put an additional layer of carpet or cushion under these pieces of equipment in order to reduce vibrations through the floor to those below. Normally musical instruments are not permitted. Exceptions can be made with the permission of the Resident Supervisor.

4. Alcohol Use

In British Columbia the legal drinking age is 19.

Only responsible use of alcohol is permitted in the Residence. All residents are subject to the provincial liquor regulations governing use of alcohol. RESIDENTS WHO USE ALCOHOL IRRESPONSIBLY WILL BE HELD ACCOUNTABLE FOR THEIR ACTIONS.

a) Your room and common areas are considered private living space. You are entitled to consume alcohol in these areas just as you would in your own home but your behavior or the behavior of your guests must not cause any problems for other individuals living in the Residence.

b) Public areas outside the Residence are off-limits for alcohol consumption. Drinking alcoholic beverages in these areas is strictly forbidden. No open alcohol is ever permitted in the front/side yards and parking areas.

c) Organized events with alcohol:

At any approved event where alcohol is sold and served, the event organizer(s) and all servers, under B.C. Provincial legislation, must have received appropriate training, and be in possession of the certificate that allows them to host or serve at an event involving alcohol. Failure to adhere to the provincial liquor regulations and all Residence policies governing the use of alcohol will result in the suspension of all privileges and liquor licenses.

Note: Private parties may be allowed in the common lounge without the need of a liquor license, as long as alcohol is not sold, AND prior approval has been obtained from the Residence Supervisor who will stipulate times and arrangements that must be adhered to.

You are given the PRIVILEGE of consuming alcohol in some areas of the Residence until that privilege is broken. This privilege can be revoked if a responsible attitude is not taken. One can ruin it for all so responsible consumption in these and all areas is expected.

5. Drug Use

The use, possession or sale of any illegal drugs is not permitted under any circumstances in the Residence building or campus grounds. Violation of this regulation, including the possession of drug paraphernalia, may lead to notice of termination of the offender's License Agreement and eviction. Roommates who are aware of drug use by another resident are expected, for the benefit of all, to report this information to the Residence Management.
RULES AND REGULATIONS Continued

6. **Fire Equipment:**

   EXIT SIGNS, FIRE EXTINGUISHERS, HOSES, ALARM BELLS, HEAT SENSORS AND SMOKE DETECTORS AND ANY OTHER FIRE SAFETY EQUIPMENT ARE SAFETY FEATURES WHICH ARE NECESSARY TO SAFEGUARD RESIDENTS’ SAFETY IN CASE OF FIRE.

   MISHANDLING, TAMPERING OR DAMAGING THESE ITEMS, OR USING THE FIRE EQUIPMENT FOR ANY REASON, OTHER THAN IN AN EMERGENCY, IS PROHIBITED AND WILL RESULT IN IMMEDIATE TERMINATION OF THE LICENSE AGREEMENT PLUS FORFEITURE OF $100 IN RESIDENCE FEES.

7. **Residents shall not do anything** in Residence or bring any device which would increase the fire risk, cause objectionable noises or vibrations, overload the electrical system, or be of any danger whatsoever to the Residence and its occupants in any way, or void the insurance coverage of the premises.

8. **Any appliances used in the rooms must be CSA approved.** Using heat lamps in the rooms is not allowed as they constitute a fire hazard. Use of extension cords and toaster ovens in rooms must receive prior approval of the Residence Supervisor.

9. **Residents shall not do anything or permit** anything being done which would interfere unreasonably with other residents.

10. **Verbal, written, sexual** or physical violence, fighting, intimidation, harassment or abuse of any person within Residence will not be tolerated and may lead to immediate termination and eviction without refund of fees and possible legal charges.

11. **Any forms of initiation** which may be physically or emotionally harmful to other Residents are prohibited.

12. **Anyone who is aware** of an attempt or possibility of an attempt by any person to harm themselves or others in any way shall immediately inform the Residence Supervisor or a RA.

13. **Residents shall keep their room clean and safe** and reasonably tidy, and shall also leave any other space or facilities they use in Residences in at least as good a condition as when they commenced using it. Vacuums are available on each level.

14. **Residents who make use** of any common areas, lounges, laundry rooms, etc., should always leave them in a clean and tidy condition.

15. **Removal of furniture from rooms,** lounges or common areas without permission from the Residence office is strictly prohibited.

16. **Approved picture hooks and “fun tac” are** available for purchase at the local hardware stores. Unauthorized painting or marking of rooms or other areas is strictly prohibited.
17. **Residents must not undertake any repairs** or alterations with regard to electrical wiring, plumbing or physical or structural features. Any required repairs or alterations should be reported to the Residence Office.

18. **Willful or negligent damage** to any Residence or personal property may result in notice to terminate being served by TOG and a recovery from a resident of all costs incurred for repair and replacement.

19. **Individuals are not allowed on rooftops**, in mechanical or electrical rooms, hot water tank rooms, or any other area in the Residence marked as off-limits to unauthorized personnel, unless accompanied by a representative of the Residence staff. In addition, climbing or scaling the outside of the Residence or exiting through windows, is strictly prohibited.

20. **In order to comply with health regulations**, residents should store all non-refrigerated food items in glass, tin, or plastic containers. Do not store food items outside.

21. **No pets** are allowed.

22. **Bicycles shall not be permitted** in any area inside the Residence.

23. **Unauthorized Keys:**

   All keys belonging to TOG are considered to be high security keys and copying or duplication of these keys is prohibited. In addition, a Resident may only be in possession of those keys, owned by TOG, which the individual has been given permission to have. A $130.00 fee will be levied for keys lost or not returned, to cover the cost of lock changes and key replacement. Residents shall not place any additional locks on the doors of any Residence.

24. **Illegal Entry:**

   Illegal entry refers to intent and means of access. An individual must have permission to enter another person’s room and must do so without the manipulation of the lock, door, or window. If in possession of another resident’s key, this may only be used with their authority and shall be returned to them immediately after its authorized use is complete. **RESIDENTS ARE NOT ALLOWED TO LET STRANGERS INTO THE BUILDING.**

25. **The speed limit** for vehicles on-campus is 20 kph, and all vehicles on-campus must be properly licensed and insured. Dangerous driving, burning rubber, speeding, etc. is a serious offense.

26. **Weapons of any kinds** are strictly prohibited including but not limited to: firearms, hunting knives, sling shots, pellet guns, etc.

27. **Explosives, including firecrackers** and fireworks, hibachi, and flammable substances, such as gasoline tanks are not permitted in Residence.

28. **Throwing objects** off, out of, or down the stairwell or out windows of the Residence is prohibited.
RULES AND REGULATIONS Continued

29. **The playing of games such as football**, floor hockey, golf, or frisbee is not permitted within the Residence building.

30. **Smoking is not permitted in any part of the Residence or within 7 meters of the building.**

31. **Students accepted into Residence** who have provided any false information on their Application Form may have their License Agreement terminated.

32. **Residents and their guests** are expected to cooperate with requests from staff members and RAs. Failure to cooperate with, and/or verbal or physical abuse of a staff member or a RA may result in eviction. (Staff members include the Campground Staff.)

These rules are for the safety and comfort of all. Residents have the duty to themselves and fellow residents to report to the Residence Supervisor or RA any violation of these rules and regulations by any other resident or group of residents.

In the event that any of these regulations are violated, the Residence Office will take appropriate action. Depending on circumstances, violations could result in penalties ranging from a warning, probation; de-merit points, fines, community service or eviction.

M. **STANDARDS IN RESIDENCE**

“The COTR House Student Residence is committed to ensuring that all members of the Residence Community are able to study and work in an environment of tolerance and mutual respect that is free from harassment and discrimination.”

1. **Statements of rights of the individual within the Residence community:**

The well being of the Residence community rests on the balance of the community’s ability to meet the needs of the individual and vice-versa. This balance is best achieved when all individuals are aware of their personal rights and responsibilities and those of their fellow residents.

As such, the following principles were designed to describe the rights of the individual within the Residence community.

All individuals within the Residence community have the right to consideration and respect for their feelings and personal needs while at the same time respecting the same rights of every other person within the community.

All individuals within the Residence community have the right to live in an environment where their personal possessions and communal space area is respected by every other individual.
STANDARDS IN RESIDENCE Continued

Residence Standards offenses include violations of Rules & Regulations detailed in section L of the License Agreement as well as:

- unreasonable noise, raids and destructive pranks,
- willful damage or vandalism, fighting,
- refusal to keep open alcohol within designated areas,
- throwing food and/or food fights,
- physical assault, verbal abuse or harassment,
- risking building security by propping open entrance doors or using the automatic door openers normally reserved for disabled persons.

2. Residence Standards violations are handled by RAs and the Residence Supervisor.

Penalties range from warnings, probation, de-merits points, fines, and community service, to eviction. All incidents of harassment should be brought to the attention of the Residence Supervisor who will refer them to the appropriate party(ies). Criminal activity will be referred to the R.C.M.P.

3. The Residence Supervisor may decide to deal directly with any incident such as those involving individuals who pose a serious threat to any resident’s well being. These situations may also be dealt with using the Standards Procedures.

4. For further information about the Residence Standards Procedures, the Resident should see the Residence Supervisor.

N. FINES, EVICTION AND APPEALS

Violations of Rules and Regulations by any resident will be documented by the RA who, in consultation with the Residence Supervisor, will take the appropriate action. Depending on circumstances, violations could result in penalties ranging from a warning, probation, fines, demerit points, community service or eviction.

For serious offences, or where there it is determined that residents or College property may be placed at risk, evicted residents may be asked to vacate the Purcell House Student Residence immediately.

Where it is determined that there is no immediate risk to other Residents or the property of the Town of Golden, evicted Residents shall be asked to vacate the building within 72 hours.
Appeals

Any Resident found in violation of Rules and Regulations who are evicted or assigned a fine in excess of $100.00 may appeal this decision to the Residence Appeal Committee.

Possible grounds for appeal include:

1. The Appellant can provide a valid reason why evidence crucial to the case was not given due and proper consideration by the RA.
2. The Appellant can show that the penalty was not appropriate to the offense or accumulation of offenses.
3. The Appellant can show that the written procedure was not followed.

Appeal Process

1. The Appeal Committee shall consist of 3 employees of the Town of Golden, including the Chief Administrative Officer or their designate (who shall act as the Appeal Committee Chair) and 2 additional employees of the Town.

2. All appeals must be in writing and submitted to the Residence Supervisor within 24 hours of the eviction notice or communication of the fine, and must completely state the Resident’s reasons for appeal. If the Appellant plans to call witnesses for the Appeal Hearing, they must provide a list of witnesses and relevance of witness information to the Hearing.

3. The Residence Supervisor will forward the appeal to the Appeal Committee Chair when an appeal is received.

4. The Appeal Committee Chair will convene the Committee within three working days of receiving the appeal and advise the Residence Supervisor of the time and place of the Appeal Hearing.

5. The Residence Supervisor will ensure the appellant and any witnesses who may wish to attend are aware of the time and place of the Appeal Hearing.

6. The Residence Supervisor will present the reasons why the appellant has been evicted to the Appeal Committee along with any materials, documentation, and witness lists from Appellant. S/he will then leave the appeal hearing. The appellant will then present her/his case as to why s/he should not be evicted. S/he will then leave the appeal hearing. Any witnesses that may lend some information to the case are then invited, one by one, to appear before the Committee.

7. The Committee will then call the Residence Supervisor back in to the meeting to answer any questions that have come up. S/he then leaves the hearing.

8. The Committee members meet and make a decision to either sustain or deny the appeal and immediately notify the Appellant and the Residence Supervisor of their decision. The Appeal Committee Chair will not vote except to break a tie.

9. The Appeal Board shall make every reasonable effort to ensure that the Resident receives the written decision within 72 hours of the resident’s eviction notice.

10. All decisions of the Appeal Board are final.
O. SECURITY

All residents are expected to cooperate with one another to keep the Residences as safe and private as possible. All residents and their parents should realize that Residences are living areas, with no exceptional provision for safeguarding women or men.

The Town cannot assume responsibility for security beyond normal provisions. Residents are expected to assume part of the responsibility for security by closing or locking doors and by not losing or lending keys. Each resident has a key to the front door and a key to their room. Please do not open the doors or the building for persons unknown to you. Propping open doors for friends or for deliveries endangers the lives and belongings of everyone in the building and may result in Standards action.

The security of Residence keys is a primary concern. Any resident who blatantly abuses the privilege of giving out room or door keys will be referred to the Residence Supervisor for possible disciplinary action.
STATEMENT OF STUDENT’S RIGHTS AND RESPONSIBILITIES

Residents in university housing facilities possess individual and group rights and responsibilities that must serve to guide Residence Personnel in making decisions concerning student welfare and behaviour. The following statements define minimal expectations regarding these rights and responsibilities. Each Resident has a right to engage in activities that are a part of College and University life. However, these rights carry with them reciprocal responsibilities on the part of the individual to ensure these same rights for other Residents. Individuals must be educated regarding these particular rights and responsibilities that are associated with community living.

Students have the right . . .

- to have free access to their living accommodations
- to live in a clean and secure environment
- to expect a regionally competitive price on housing accommodation and/or food service
- to written copies of University Housing Regulations, of individual building policies which govern individual and group behaviour
- to the respect and safety of personal property
- to study without interruption or interference
- to be free from unreasonable noise
- to be free of intimidation or harassment
- to express themselves creatively within established guidelines
- to expect enforcement of the Housing Agreement/Contract
- to direct access to staff who provide assistance, guidance and support as needed
- to host guests, within established guidelines
- to equitable treatment when behaviour is in question
Statement Of Student's Rights And Responsibilities Continued

- to enjoy individual freedoms without regards to race, sex, national origin, disability, age, religion, sexual orientation, or political affiliation
- to participate in student government bodies, and housing departmental committees
- to individual and group educational and developmental opportunities in their living community

Students have the responsibility . . .

- to adhere to rules and regulations
- to comply with reasonable requests made by staff or College officials
- to meet expected room and board payments schedules
- to monitor and accept responsibility for behaviour of guests
- to report violations of the rules and regulations to appropriate staff
- to respect the rights of others as stated above
- to participate actively in self-governance in housing departmental committees as requested
- to express themselves individually or by association with groups
- to participate in judicial proceedings to determine appropriate standards of behaviour
- to contribute positively to the community by participating in educational and developmental activities