

2023-2024 Residence Agreement

We try to make residence a place where everyone can live and learn successfully. This Residence Agreement outlines expectations of residents while living in the St. Thomas University residence community. By reading and signing this document, you agree to the terms and conditions as outlined.

This is an agreement between you (the “resident”) and St. Thomas (“the University”).

Please take the time to read this agreement and make sure that you understand it. If you have any questions or concerns, please do not hesitate to reach out to the Residence Life Office at residencelife@stu.ca or (506) 452-0578. The terms by which you agree to accept as a resident in our Residence Community are listed below and continue on the back of this page.

Disclaimer

The St. Thomas Residence Life program is designed to act as a transitional living learning experience to assist student's transition from home to independent living. Acceptance into residence will be determined based on the suitability of the applying student as determined by the Residence Life Office. The Residence Life Office reserves the right to deny any application that does not fit within the parameters of the program design.

Duration of Agreement

Students residing in St. Thomas Residence Community are subject to the provisions outlined in this Agreement and as specifically outlined below:

FALL TERM (September – December) Residence Officially Opens: September 1, 2023 (classes begin September 6, 2023) December Departure Date: 24 hours after resident’s last exam in December 2023 (Exam period: December 11-16, 2023, and the exam make-up day on December 18, 2023)

ALL RESIDENCES CLOSE on December 19, 2023, at 12:00 noon *

WINTER TERM (January – April) January Return Date: January 7, 2024 (classes resume January 8, 2024) April Departure Date: 24 hours after resident’s last exam in April 2024 (Exam period April 15 – 20, 2024 and the exam make-up day is April 22, 2024)

ALL RESIDENCES CLOSE on April 23, 2024, at 12:00 noon *

*Students requiring accommodation during residence closures, please contact residencelife@stu.ca for further information.

SECTION 1: Terms and Conditions

1.1 The Resident agrees to remain registered as a full-time student (part-time with express permission from the Director/Associate Director of Student Services or delegate) at St. Thomas University, University of New Brunswick, NBCC, NBCCD.

1.2 The Resident agrees to pay the University, by the deadlines and on the terms the appropriate residence rate, including meal plan costs, deposits and securities, house dues, and other fees as set by the University.

1.3 The Resident acknowledges that the full cost of the accommodations is subject to change as a result of any changes in accommodations, check-in and check-out dates, and specific room and building assignment. The resident acknowledges that the accommodation rate is subject to change with three (3) months advance notice from the Residence Life Office.

1.4 The Resident agrees (unless living in Windsor houses) that they must purchase a meal plan. Your meal card cannot be sold, loaned, or given to anyone else. If you lose the card, you will be responsible for replacing the card. Flex dollars expire at the end of the academic year and have no cash value.

1.5 The Resident agrees that the assigned accommodations are for their own personal use and agrees not to sublet the accommodations or have any non-resident or resident not assigned officially to that room live with you.

1.6 The Resident agrees that the full cost of the accommodations only covers from check-in until the last day of classes each semester. Additional accommodation days required for residents to complete exams are provided at no additional charge during the final exam period for St. Thomas University.

1.7 The Resident agrees they must vacate residence within twenty-four (24) hours of the last day of classes if they have no final exams.

1.8 The Resident agrees that if they are required to complete final exams, they must vacate their accommodations within twenty-four (24) hours of the completion of their last final exam or by noon (12pm) following the completion of the final exam period for St. Thomas University, whichever comes first.

1.9 The Resident agrees that if they are required to stay on campus following the last day of classes for any reason other than a final exam, they must make a request through the eRezLife "Departure Form" at least two (2) weeks prior to the end of the semester.

1.10 The Resident agrees that if they are required to stay beyond noon (12pm) following the completion of the final exam period for St. Thomas University, they are required to request special permission through the eRezLife "Departure Form" two (2) weeks prior to the end of the semester.

1.11 The Resident agrees that if they attend a non-St. Thomas University school (ex: UNB, NBCC, NBCCD), and are requesting to extend past the St. Thomas University exam period, they must make a request through the eRezLife "Departure Form" two (2) weeks prior to the end of the semester.

1.12 The Resident agrees that if their extension request to stay beyond the regular accommodations dates is approved, extra night is billed based on a pre-determined rate.

1.13 The accommodation rates include utilities (i.e., Electricity, water, etc.) and internet access. Additional rates will apply for parking, laundry, mini-fridge, house dues, damage deposit, etc.

SECTION 2: Assigned Accommodations

2.1 The Resident agrees that their assigned accommodations are for residential purposes only and agrees not to use their assigned accommodations to operate a business or use their access to their assigned accommodations as a way of advertising for a business.

2.2 The University reserves the right to move students to other accommodations at any time during the year. Moves are made at the discretion of the Residence Life Office.

2.3 St. Thomas University agrees to provide the Resident, once checked in, with at least 24 hours notification (with the exception of emergency situations) prior to any change in assigned accommodations. (i.e., new roommate).

2.4 The Resident agrees not to change assigned accommodations unless authorized by the Residence Life Office.

2.5 St. Thomas University agrees to consider the Resident's requests for a change of assigned accommodations but does not guarantee any requested changes.

2.6 The Resident agrees that St. Thomas University may, under special circumstances, provide the Resident with temporary and alternative accommodations, including accommodations off-campus.

2.7 The Resident agrees that they are required to clean their assigned accommodations and remove all belongings from their assigned accommodations if not returning to their currently assigned accommodations for the following semester.

SECTION 3: Checking-In to the Accommodations

3.1 The Resident agrees that the regular operations of the Residence Life Office correspond to the St. Thomas University academic semesters. (i.e., fall, winter, spring, summer semesters).

3.2 The Resident agrees that the regular operations of St. Thomas University cease between academic semesters, and some regularly provided services (e.g., Residence Life Staff, food services, mail delivery, etc.) will not be available before, after, or between the academic semesters.

3.3 The Resident may request access to the accommodations outside the regular operations (i.e., before, after, or in between the academic semesters) of the Residence Life Office, however accommodations are not guaranteed.

3.4 The Resident may check-in to their assigned accommodations on their designated check-in day, as agreed upon with St. Thomas University.

SECTION 4: Access to the Accommodations

4.1 The Resident agrees that the assigned accommodations including furniture, furnishings, and associated equipment remain the property of St. Thomas University and must not be altered or removed from their assigned accommodations.

4.2 The Resident agrees that authorized university staff and/or external contractors have the right to enter, in accordance with the Procedures for Entering Residence Rooms, any residence, house, or room in order to conduct regular inspections, make necessary repairs, and verify compliance with this Agreement, the Residence Life Conduct Guidelines, the non-academic misconduct policy, local and federal laws.

4.3 St. Thomas University agrees to provide the Resident with the necessary key(s)/card(s) for access to the assigned accommodations, including building, room, and related common areas.

4.4 The resident agrees that St. Thomas University and the Residence Life Office reserves the right to revoke access to residence buildings either temporarily or permanently, as deemed necessary by the university staff. (e.g., conduct issues, safety concerns etc.)

4.5 The Resident accepts responsibility for the care and control of all assigned key(s)/card(s) and accepts responsibility for any fees/charges associated with the loss of damage of their assigned key(s)/card(s).
Replacement Keys = \$50 Replacement Cards = \$15

4.6 The Resident agrees only to use the key(s)/card(s) for purposes for which they were provided.

4.7 The Resident agrees to neither loan nor otherwise allow the usage of the assigned key(s)/card(s) to another individual.

4.8 The Resident agrees to neither alter/copy nor permit the altering/copying of their assigned key(s)/card(s).

4.9 The Resident agrees to inform the Residence Life Office or Facilities, as soon as possible, if the assigned key(s)/card(s) do not function properly or are lost.

4.10 The Resident agrees to return all assigned key(s) and any temporary access cards to the University when checking out of the accommodations and failure to do so will result in a charge as determine by the Residence Life Office or Facilities.

4.11 The Resident agrees not to access any area for which they do not have permission to access.

SECTION 5: Maintenance of the Accommodations and University Property

5.1 The Resident agrees to maintain the assigned accommodations, including furniture, furnishings, and associated equipment (e.g., keys, locks, access cards, etc.) in a clean, hygienic, and working condition.

5.2 The Resident agrees that they will be financially responsible for any damage to the room and residence building. The cost of the repairs will come from your \$250 damage deposit or charged to your financial account with St. Thomas if you are returning to residence. Repairs or adjustment to furniture must be made by the Facilities Management team. Any damages above the \$250 damage deposit will be added to your student account.

5.3 The Resident agrees that no pets are allowed in any residence buildings. Residents are only permitted to have a Service Animal or Emotional Support Animal with a documented accommodation through the accessibility office of St. Thomas University. The Service and/or Emotional Support Animals only applies to Windsor Houses, no animals whatsoever are allowed in our main campus dormitories.

Last Revised: July 18, 2023

5.4 The Resident agrees not to throw anything or permit anything to be thrown out of the windows, or to sweep or throw anything into the hallways, common areas, stairwells, sidewalks, fire escape routes, or university grounds. For security reasons, window screens are not to be removed.

5.5 The Resident agrees not to store anything in the hallways, common areas, stairwells, sidewalks, or fire escape routes.

5.6 The Resident agrees not to tamper with, or otherwise disable any of the safety and security equipment (e.g., fire and smoke detectors, fire extinguishers, fire hoses, door locks, card readers, hydraulic door closers, etc.).

5.7 The Resident agrees to store/use only Canadian Standards Association (CSA) approved cooking appliances and only in areas that have been designated as kitchens. St. Thomas University reserves the right to confiscate appliances that are in violation of this clause. Items which are not permitted include but are not limited to air-fryers, candles, incense, and open-element appliances such as toasters.

5.8 The Resident agrees not to have any furniture or furnishings that contain water such as a waterbed, fishbowl, or aquarium in the accommodations.

5.9 The Resident agrees to promptly report, to the appropriate university staff, any failure of equipment including mechanical, plumbing, and electrical equipment, and any other university proper.

5.10 The Resident agrees to promptly report, to the appropriate university staff, any pest control issues such as but not limited to rodents and insects.

5.11 The Resident agrees not to alter the permanent features (i.e., walls, blinds, furniture) of their assigned accommodations by painting, removing, relocating, or changing the permanent features in any way. 3M strips are permitted.

5.12 The Resident agrees to accept responsibility for any loss of, or damage to, the assigned accommodations, furnishings, furniture, and equipment (e.g., keys, locks, access cards, fire & life safety, etc.).

5.13 The Resident agrees to reimburse St. Thomas University for the cost (i.e., parts, labour, and administration fee) of cleaning, repairing, or replacing, any assigned accommodations, furnishings, furniture, and equipment (e.g., keys, locks, access cards, fire, and life safety, etc.) as assessed by the University.

5.14 The Resident agrees that they are responsible for the cleaning of their accommodations to maintain an acceptable standard of cleanliness as determined by the Residence Life Office and/or Facilities. Failure to maintain this acceptable standard of cleanliness may result in extra cleaning charges and possible sanctions up to and including eviction.

5.15 The Resident agrees that St. Thomas University cannot guarantee an allergen free environment.

5.16 The Resident agrees not to move or take furniture from other areas outside of their assigned room.

5.17 The Resident agrees that upon their departure from residence, rooms and common areas must be cleaned and removed of all personal belongings and garbage, and furniture must be returned to its

original state. Residents will be charged for missing or damaged furniture, extra cleaning, or repairs if it is required.

5.18 The resident agrees to comply with any snow clearing requests from the Residence Life Office and/or Facilities. These requests are made to ensure the safety of students, faculty, and staff. It is the responsibility of the resident to check their St. Thomas emails and/or texts to keep up to date about snow clearing requests. Failure to abide by these requests may result in sanctions and in the case of parking lot snow removal may result in the resident's vehicle being towed at their own expense.

SECTION 6: Resident's Property

6.1 The Resident agrees that St. Thomas University is not responsible for damage to, theft of, or loss of the use of, any of the Resident's personal property. The University strongly recommends that the Resident obtain tenant's insurance.

6.2 The Resident agrees that due to limited storage space that storing items for non-residents, or misuse of storage spaces (as defined by the Residence Life Office or Facilities) may result in sanctions by the Residence Life Team.

6.3 The Resident agrees that St. Thomas University has the authority to remove or dispose of any of the Resident's personal property after check-out. The Resident agrees to bear the cost of this removal.

6.4 The Resident agrees not to store any belongings outside of their assigned accommodations without the permission from St. Thomas University.

6.5 The Resident agrees that the following items have been identified as potential hazards to the health and safety of residents, staff and/or their assigned accommodations and therefore are not permitted in residence facilities without explicit permission from the Director of Student Services or delegate. This includes propane tanks, air conditioners, vaporizers, candles, weapons (knives, guns, airsoft, or gas-powered recreational weapons etc.) and drinking games/tables.

6.6 The Resident agrees that St. Thomas University has the authority to remove any of the Resident's personal property that is stored in the hallways or stairwells of the buildings, as it is in direct violation of fire safety regulations. This includes, but no limited to sports equipment, tires, bikes, shoes etc.)

6.7 The Resident agrees that any property removed by St. Thomas University under Section 6 of this agreement will not be reimbursed.

SECTION 7: Resident Conduct

7.1 The Resident acknowledges that they have read, understand, and will adhere to the Residence Community Standards and Regulations, Policy on Non-Academic Misconduct, Policy on Sexual Violence and University Calendar. Students must obey the laws of Canada and New Brunswick at all times on campus. All residents are expected to be respectful and cooperative to Residence Life and University staff, Campus Security, and community service providers. Residents accept that, as part of the rules of residence, they may be subject to the conduct process for breaches of the rules. All violations of the Community Standards will be addressed and followed-up within the Residence Conduct Process. Students will be informed of amendments made to the Community Standards and Regulations.

7.2 The Resident agrees that they will act in a manner consistent with a residence community based upon respect, open-mindedness and a safe and appropriate learning environment, and the University may take any action or make any rule aimed at furthering that goal. Any activity that is threatening, discriminatory, abusive, or harassing is prohibited and will result in immediate follow-up in the conduct process. There may be immediate interim measures in place and consideration for eviction.

7.3 The Resident agrees that the regulations in this agreement represents a minimum standard of conduct that is expected of all residents. The Resident also agrees that the Director of Student Services and/or the Associate Director of Student Services and Residence Life reserves the right to remove from residence either temporarily or permanently any resident they have deemed not to have met these standards.

7.4 The Resident agrees that the Associate Director of Student Services and Residence Life or delegate will conduct a review of a student's residence conduct record each year to determine suitability for a resident's readmission into residence. The ADSSRL or delegate can decline readmission based on past conduct that they determine to have impacted the residence staff and/or residence community negatively.

7.5 The Resident agrees that you are responsible for guests invited into residence and must be escorted by a resident of the house at all times. The Resident is responsible for informing their guest of the community standards and their guest's actions. Any damages incurred will also be the financial responsibility of the Resident.

7.6 The Resident agrees to abide by any additional regulations pertaining to the designated special areas/times within the residences. (i.e., common areas, 21 quiet hours etc.)

7.7 The Resident agrees that their conduct may be recorded through the University's conduct reporting software by the university staff and included in their residence record.

7.8 The Resident agrees that, in accordance with St. Thomas University's regulations, reports of the Resident's behavior that is in violation of university policies, rules, and/or municipal, provincial, or federal law will be reported to other university officials and/or local law enforcement agencies.

7.9 The Resident agrees that they may be referred to other departments by authorized university officials for conduct that is an offence under St. Thomas University policies, the Residence Guide, or this agreement.

7.10 The Resident agrees to be aware of updates and changes to federal, provincial, University and residence rules and procedures pertaining to COVID-19. Students are required to follow guidelines and instructions provided by the University, Government of New Brunswick, and Public Health. Communication will be sent to student's STU emails.

7.11 The Resident is required to attend and participate as required in any mandatory house/wing meetings scheduled by the Residence Life Office staff.

7.12 The Resident agrees that if they engage in behaviors disruptive to the residence community and/or require care and resources beyond which the Residence Life Office is able to provide, they may be required to vacate residence and/or be denied readmission. Exclusion from residence will be

determined by the Director and/or Associate Director of Student Services. The Residence Life Office will make reasonable efforts to assist in a safe transition from the residence environment.

SECTION 8: Personal Information

8.1 St. Thomas University agrees to maintain the Resident's Record, including relevant personal information (e.g., the Resident's reservation, agreements, reports, etc.) in accordance with St. Thomas University's Privacy and Protection of Information policy.

8.2 The Resident authorizes the Registrar and/or finance office of St. Thomas University to release to the Director of Student Services or delegate, the Resident's academic and financial information.

8.3 The Resident authorizes the Director of Student Services or delegate to contact the emergency contact persons as recorded on their student record, in the event, or threat of serious illness or injury. This may require disclosure of a medical or personal condition as part of the circle of care and efforts to resolve.

8.4 The Resident agrees that any incidents/contacts the resident is involved in will be recorded using St. Thomas University's conduct reporting software. When deemed necessary by the Residence Life Office, personal information will be shared with other university officials and/or local law enforcement agencies.

8.5 The Director of Student Services or delegate may use the past content of the Resident's record to make decisions concerning sanctions and/or readmission to the residence, as per university regulations, the Residence Guide, and this agreement.

8.6 The Resident has the right to access their personal information/Resident record that is entrusted to the Residence Life Office as per the St. Thomas University's Release of Information policy.

8.7 The Resident agrees that St. Thomas University will share some of the Resident's personal information (e.g., email) with the University's internet service provider. Personal information will be used solely for the management of the internet service.

SECTION 9: Costs, Charges, and Payment

9.1 The Resident agrees that St. Thomas University will post appropriate charges (e.g., accommodation fees, meal plan charges (if applicable), repairs, cleaning, monetary sanctions, etc.) to their student account.

9.2 The Resident agrees to pay the full cost of the accommodation fees and meal plan (if applicable), plus additional fees (ex. laundry, mini-fridge, damage deposit, house dues, etc.) and for accommodation services outside of the regular operations of the Residence Life Office (where applicable).

9.3 St. Thomas University agrees to post any additional charges (i.e.- fines, work control charges, extra nights) to their student account within sixty (60) days.

9.4 The Resident agrees to pay the full value of this agreement within the specified timeframe as set by the St. Thomas University financial department.

SECTION 10: Termination

10.1 The Resident agrees that if they wish to withdraw from residence, they must begin the process with a staff member in the Residence Life Office. The withdrawal is not effective until the Associate Director Student Services and Residence Life or delegate has approved the withdrawal request. The date of the withdrawal for the purpose of fee administration will be the date this approval is given, or the date the Resident has checked out of residence and returned their keys, whichever is later. For further details on the withdrawal process and refund dates, please see the Residence Guide or contact the Residence Life Office.

10.2 The Resident agrees that this agreement can be terminated by St. Thomas University without notice, if they contravene any of the terms and conditions stated herein including violation of rules and regulations.

10.3 The Resident agrees that termination of this agreement prior to the assigned check out date, for any reason, including an eviction sanction, does not automatically absolve the Resident all costs associated with this agreement.

10.4 The Resident agrees that this agreement will be automatically terminated if the Resident is required to withdraw by the post-secondary institution at which they are registered.

SECTION 11: Signature of Agreement

As per section 1(1)(b)(vi) of the Residential Tenancies Act of New Brunswick, the act does not apply to this agreement or the Resident and their occupation of the premises.