Thorneloe University Residence



Student Resident Agreement & Code of Conduct

2023-2024

Table of Contents

Section 1 - Introduction	n 5
1.1 Mission Statement	
1.2 About Thorneloe	р. 5
Section 2 - Resident Selection	p. 5
2.1 Legal Contract	p. 5
• 2.2 Term	p. 5
2.3 Contract Assignment	p. 6
2.4 Student Status	
Section 3 - Fees	p. 6
3.1 Outstanding Debt	
 3.2 Termination of Contract by Thorneloe University 	
3.3 Release from Contract	
3.4 Responsibility to vacate upon termination	
Section 4 - Procedures	n 8
4.1 Room Change and Assignment	=
 4.1 Room Change and Assignment 4.2 Guests 	=
 4.2 Guests 4.2.1 Overnight Guests 	
 4.3 Moving In 	
 4.4 Moving Out 	-
 4.4.1 Condition of room/ Inspection/ Maintenance 	•
 4.5 Storage 	-
 4.6 Appliances/ Personal Items 	
 4.7 Reporting Damage	-
 4.8 Garbage Disposal/ Recycling 	
 4.9 Housekeeping Services 	•
 4.10 Parking 	•
 4.11 Keys 	
 4.12 Vacation Periods 	
 4.13 Communication With Residents 	
 4.14 Use of Technology/ Internet 	
Section 5 - Rights and Responsibilities	n 11
5.1 Access to Accommodation	
 5.1 Access to Accommodation 5.2 Room Use 	•
	•
5.3 Confidentiality5.4 Clean Environment	-
 5.4 Clean Environment 5.5 Report Issues 	-
 5.6 Discrimination-Free Environment 	•
 5.6 Discrimination-Free Environment 5.7 Harassment-Free Environment 	
 5.7 Harassment-Free Environment 5.8 Compliance with the Residence Agreement 	•
5.9 Responsible for guests	µ. 13

5.10 Loss and Damage	.p.	13
5.11 Communication	.p.	13
Section 6 - Rules and Regulations		
6.1 Abuse and Threats	•	
6.2 Aiding and Abetting	•	
6.3 Dangerous Acts	•	
6.4 Disregard for Fire Safety		
6.5 Disregard for Quiet Hours	•	
6.6 Disruptive Behaviour	•	
6.7 Harassment and Discrimination		
• 6.8 Hazing	.р.	14
• 6.9 Hindrance	•	
6.10 Inappropriate Social Gatherings		
6.11 Indecent Exposure	-	
6.12 Misuse of Alcohol	.р.	15
6.13 Misuse of Drugs	р.	. 15
• 6.14 Pranks	•	
6.15 Prohibited Items/Other	.p.	16
6.16 Property Damage or Theft	.p.	16
6.17 Sexual Harassment and Violence	p.	16
6.18 Smoking/Vaping/Open Flames	.p.	17
6.19 Theft, Illegal or Unauthorised Possession	.р.	17
6.20 Unauthorised Entry and/or Presence	.p.	17
 6.21 Unauthorised Use of and/or Tampering with Equipment or Services 	•	
6.22 Violence	.p.	18
Section 7 - Disciplinary and Preventative Procedures	p.	18
7.1 Meeting with Dean of Residence or Staff Designate	.p.	18
7.2 Interim Measures	.p.	18
7.3 Verbal Warning	р.	. 18
7.4 Written Warning	.p.	18
7.5 Developmental Measures	.р.	18
7.6 Restorative Justices	р.	. 18
7.7 Behavioural Conditions	.p.	19
• 7.8 Fines	.p.	19
79. Probation Status	.p.	19
7.10 Termination of Contract	.р.	19
7.11 Denial of Readmission	.р.	19
7.12 Other Disciplinary and Preventative Measures	р.	. 19
Section 8: Appendices	p.	19
1: Residence Fees	-	
2: Overnight Guest Registration Form	•	
3: Storage Contract		
4: Contact Information	•	
	г.	

This agreement is a legal contract that outlines the obligations of the residents, the institution, and the staff. The terms and conditions of this agreement have been designed to ensure that residents enjoy a safe, respectful community living environment that is conducive to academic success. Residents are expected to respect the rights and privileges of others and to conduct themselves in a manner that promotes this purpose. Residents are advised to download a copy of this document and save it for their records. Residents are also advised to share a copy of this document with their emergency contact identified in the application process.

This agreement made this _____day of _____, 20_____, 20_____ Between the Dean of Residence (the dean), as agent for Thorneloe University (the institution) and the resident or the resident's legal guardian.

Printed Name: _____

Signature: ____

(the resident or resident legal guardian)

SECTION 1 - INTRODUCTION

1.1 Mission statement

The Thorneloe University Residence fosters an intellectual, emotional, social and spiritual growth of all who live here by providing a safe, supportive, family environment that appreciates diversity, promotes social responsibility, nurtures meaningful relationships, and embraces life-long learning.

1.2 Introduction

Thorneloe University is a private, Anglican-affiliated university. The University agrees with each resident student that the rules and regulations hereafter stipulated shall be mutually binding. The relationship between Thorneloe University and the resident student shall at all times for all intents and purposes be that of Licensor-Licensee.

The Landlord and Tenant Act has no application and no relevance to the relationship created between the University and the resident student. The resident student acknowledges and recognizes that he or she is not a tenant of Thorneloe University but a student with residential privileges intended to foster attainment of educational and academic success and will contribute to the community and residential life of Thorneloe University.

Regular meetings of the university residents are held to discuss common interests and problems. There will be biannual "all residents" meetings with the Dean of Residence, to which any resident is invited to share a concern or raise an issue.

SECTION 2 - Resident Selection

There is no obligation on the part of Thorneloe University to admit or readmit any person to the Residence. Applications for readmission are submitted in the spring. Preference is given to students who have been residents previously.

2.1 Legal Contract

This is a legal contract and is binding only when:

(a) The Resident or legal guardian has accepted this contract by signing and returning the final page of this document either in a hard copy or electronically to the dean of residence.(b) The Resident has been sent an offer (via e-mail) from Thorneloe detailing the specific terms of their acceptance into residence (the "Residence Offer"); and

(c) Thorneloe University has received the required deposit in immediately available funds by the acceptance deadline detailed in official residence communications and/or the Residence Offer; and

(d) The Resident is enrolled to be a full-time student at Laurentian University or Thorneloe University at the time of occupation.

<u>2.2 Term</u>

The term of this contract and the occupancy period commences on the date to be specified by Thorneloe University in the Residence Offer or other communication from Thorneloe to the Resident prior to the first day of lectures during the relevant academic term and ends on the last day of April. You agree to accept that all terms and conditions in this contract apply from the moment Thorneloe grants you access to a room. This contract does not guarantee an extension of the term or an agreement for the next academic session or year.

2.3 Contract Assignment

The Resident will not assign this agreement or sub-license (e.g. Airbnb) the Room or any part thereof to any other person or otherwise part with the possession or occupation of the room.

2.4 Student Status

You agree that to occupy a room in residence, you must maintain full- time student status throughout the duration of this Agreement. You agree to immediately notify Thorneloe if there is a change in your student status.

SECTION 3 - FEES

You agree to pay, according to the dates specified in your Residence Offer:

- (a) the residence deposit;
- (b) all residence fees, including but not limited to administrative fees; and
- (c) any other amount charged by Thorneloe associated with your room occupancy.

You also agree to pay any additional costs charged to you in the instance of a breach of this Student Resident Agreement

The Residence fees payable by the Resident to Thorneloe University can be found on *Appendix 1: Residence Fees.*

Payments by the Resident can be made via cash, cheque, debit or electronically through online banking. We do not accept credit cards for payment of the fees.

To pay via e-transfer, send your payment to payments@thorneloe.ca.

To pay via online banking, please choose Thorneloe University as the payee and your 7-digit Laurentian student card number as your account number.

To pay by your debit card, please contact <u>info@thorneloe.ca</u> to set a time with the Executive Secretary to issue the payment by phone or in person.

If you choose to vacate your room at Thorneloe University Residence before the end of your contract term, you may continue to be responsible for fees associated for the remainder of the contract period.

3.1 Outstanding Debt

A late fee of \$75.00 will be applied to all residence fees outstanding past the due date (August 15th). Special consideration will be given to those students who are waiting to receive funding through OSAP or via scholarships and bursaries. To avoid late payment charges, you must notify us and provide a copy of your award document before the payment

due date. Failure to provide notice of these late fees or cancellation of your room. *Failure to pay fees at designated dates will result in the student losing their accommodation.*

3.2 Termination of Contract by Thorneloe University

The Dean of Residence may, at his/her/their own discretion; terminate your Contract should one of the following circumstances occur:

(a) you have not maintained your full-time student status or you are no longer a student.

(b) you failed to comply with this Contract, the Student Resident Agreement, any Thorneloe or Laurentian University rule, regulation, policy or procedure;

(c) you have abandoned the Resident Accommodation;

(d) you did not move into the Resident Accommodation on or prior to the first day of lectures during the relevant academic term at the start of the occupancy period;

(e) you did not pay the residence fees or other amounts owing to Thorneloe before or on the deadline set;

(f) you neglect your personal hygiene or neglect to clean your room to reasonable standards, making it difficult for others to share your room or for general maintenance to be conducted;(g) the Resident Accommodation is deemed unavailable or uninhabitable due to any reason including but not limited to fire damage, flooding, urgent maintenance; or

(h) the Dean of Residence believes that termination would be in the best interest of the Resident or the Thorneloe University Residence community.

Thornloe may inform appropriate partners of the termination, including but not limited to, Laurentian's Equity, Diversity, and Human Rights Office as well as Laurentian's Campus Security. In case of termination for reasons (a), (b), (c), (d), (e); (f) or (h), you are responsible for the payment of the residence fees until the end of the Contract and for payments of all costs associated with the termination of your occupancy including but not limited to a lock change, room cleaning and any repairs due to damages in your room or in common areas.

Thorneloe may re-enter and re-possess the Resident Accommodation and remove all persons and property located therein, past the departure date established by the Dean of Residence.

3.3 Release from Contract

Residents who have had their contract terminated for the reasons below may have their request for release from the Contract considered by the Dean of Residence. To do so, you must submit the request in writing to the Dean of Residence. Such requests are considered on a case-by-case basis and supporting documentation must be included.

(a) Transferring/Non-registration: If the Resident will not be enrolled as a student during a term of the expected occupancy period.

(b) Academic dismissal: If, as a result of poor academic performance during an academic term, the Resident is dismissed from the University.

(c) Medical: If there is a change in a Resident's medical condition that would affect his or her ability to remain in residence.

Upon reviewing the request, the Dean of Residence will notify the Resident in writing of a decision. If the request for release is denied, the Resident will be responsible for all

residence fees for the remainder of the occupancy period, whether or not he/she/they continue(s) to live in residence. If the request is approved, the student will be responsible for the Resident Accommodation up to the date the request was approved and/or the student vacates, whichever is later. Moving out of the facility without approval will not release a student from his/her/their financial obligations under the contract.

3.4 Responsibility to vacate upon termination.

Upon termination of this contract, you must vacate the Resident Accommodation. All keys and parking passes must be returned before your departure. Failure to do so will result in additional fees charged to you equal to the amount of replacing the missing keys and/or changing the lock altogether.

Upon departing from the Residence, your room should be empty of your personal belongings; the furniture should be in the same configuration as when you took possession of the room; it should be clean; and it should be deemed in good condition. Inspections of the Resident Accommodation will be completed prior to your arrival and upon your departure to document changes in the room condition. Fees associated with repairing damages, replacing furniture, and cleaning the room for you may be applied as a result of this inspection.

SECTION 4: PROCEDURES

4.1 Room Change and Assignment

The Room shall be assigned to the Resident by the Dean of Residence or the Dean's designate. Room changes are granted on a case-by-case basis, at the discretion of the Dean. All decisions are made to suit the best interests of all parties involved.

Thorneloe reserves the right to impose a room change if it is deemed to be in the best interests of the Resident and/or residence community. During an emergency, Thorneloe may temporarily change your Resident Accommodation depending on room availability until the issue is resolved.

4.2 Guests

Guests must be signed in at the front entrance. You may sign in up to 2 guests at a time.

For the purpose of ensuring everyone's safety, individuals who don't reside at Thorneloe must be with the Resident hosting them at all times. Thorneloe reserves the right to ask a non-resident to vacate the property if they are unaccompanied by a Resident or are disrupting the community. You are responsible for your guests' actions, meaning that your guest must abide by this Contract, Student Residence Agreement, Thorneloe and the Laurentian University's rules, regulations, policies, or procedures. Note that hosting a gathering or being present with non-residents means that you are deemed a host. If you notice a person acting suspiciously, you should notify a Residence Assistant, the Dean, or Campus Security.

Guest restrictions may be applied for exceptional circumstances. **4.2.1 Overnight Guests**

In total, overnight guests are permitted a total of seven (7) overnight visits per month. If a Resident exceeds these limits they may be found to be "cohabitating" with someone else, meaning the Resident is sharing their Resident Accommodation with someone else which is not permitted at Thorneloe. If a Resident is found cohabitating with someone else, the Resident risks the termination of the Contract. In order to ensure a safe and respectful community, Thorneloe reserves the right to limit guest privileges and add further restrictions if necessary.

Overnight guests must be registered with the Dean of Residence via <u>this Google Form</u>. The reason for registration is to ensure a proper head count in case of an emergency situation.

See section 4.10 for Overnight Parking Information.

4.3 Moving In

The resident must follow all move-in times, dates and procedures. The resident shall be responsible for the cost of any damage to the room or the residence arising from the move in.

If the resident wishes to move in prior to the scheduled move in day, the resident may do so at the nightly rate and subject to availability.

4.4 Moving out

On the date on which the resident is to vacate the residence, the dean or designate will complete a visual inspection of the room to view the state of cleanliness and repair. On vacating the residence all garbage and belongings must be removed. In the event deficiencies are found, the cost to restore the room shall be paid by the resident. As with the move in procedures, care must be exercised to avoid damaging residence property.

4.4.1 Condition of room/inspection/maintenance

You are responsible for keeping your Resident Accommodation in the same condition as when you took possession of it. You should not use any permanent devices to fasten items to the wall or ceiling, such as hooks. You must not hang items from the ceiling.

Thorneloe will inspect your room and the common areas regularly. You may be charged the cleaning cost incurred or other types of penalties may be imposed should these areas (i.e. room, bathroom area, or residence common areas) be in an unsatisfactory state of cleanliness.

Thorneloe, its servants, agents and contractors shall be entitled to enter the Resident Accommodation at (1) any time without notice for making emergency repairs or inspections, and (2) during the hours of 9 a.m. to 5 p.m. on weekdays, on reasonable prior written notice, for the purpose of inspecting and making repairs, alterations, or improvements. Employees completing inspections or doing work systematically lock all doors when they leave your room.

Fines and penalties will be applied to you if you tamper with fire equipment. Furthermore, should the regional fire services fine Thorneloe, the fine might be passed on to you, if you caused the issue.

Do not leave your windows open for extended periods of time in the Winter months.

4.5 Storage

Storage spaces can be rented through Thorneloe University to accommodate larger items such as bicycles, and hockey bags.

For returning students who wish to leave their belongings in residence over the summer, a storage space can be rented. *See Appendix 1: Fees* and *Appendix 3: Storage Contract*

4.6 Appliances/ Personal Items

You may furnish your Resident accommodation with a refrigerator no larger than 3.6 cubic feet. Air conditioners, as well as heat generating devices like microwaves, toasters, space heaters and hotplates are not permitted in the room. Apart from automatic shut-off kettles, you are not permitted to cook or prepare food in your Resident Accommodation.

Thorneloe University is not liable to the Resident for any damage to, loss, or theft of personal items due to any circumstance including but not limited to theft, fire, or flood. You are encouraged to purchase tenant/renter's insurance, which will cover loss of personal items and liability concerning your occupancy.

You are not permitted items that may cause a safety hazard or cause damage. Some of these items include objects with an open flame, heaters, flammable decorations, fish tanks and so on. Thorneloe reserves the right to prohibit more items at any time during your occupancy.

Skateboards, rollerblades, and other similar items cannot be used inside Thorneloe. You cannot hoard objects to the point of creating unsanitary or dangerous room conditions. You will be charged for the removal of said items.

4.7 Reporting Damage

You must report damage to the property to a person of authority or risk penalties and fines. Safety hazards including but limited to a hazardous spill, water or gas leak and electrical problem must be notified to Thorneloe and / or Campus Security. You are also encouraged to report the following issues as soon as possible: plumbing problems, electrical, heating, ventilation systems, and the presence of insects, etc.

Such damage can be reported by emailing tufixit@thorneloe.ca

4.8 Garbage Disposal/Recycling

You are required to dispose of garbage and recycling regularly from your Resident Accommodation. Failure to dispose of waste properly may result in a fine.

Common area cleaning schedules for the weekends will be provided at the start of each term by the Resident Assistants to the Dean.

4.9 Housekeeping Services

No one will be responsible for the resident's room besides the resident. A cleaning staff person will take care of the kitchen and bathroom areas during the week.

4.10 Parking

Residents must park vehicles in designated spaces only, as allotted by the institution. The resident shall keep the parking permit visible on the rearview mirror of the car dash. Residents parking in unauthorised areas are subject to fines as per the City of Greater Sudbury.

Parking passes, either annually or for overnight purposes can be purchased by emailing *jlamirande@thorneloe.ca*.

Parking fees can be found in Appendix 1: Residence Fees.

<u>4.11 Keys</u>

Upon taking possession of your Resident Accommodation, you will be assigned keys to access the building, your room, and mailbox. You are responsible for the safekeeping of your keys, meaning that you are required to always keep your keys on your person and are not permitted to lend them to another individual. You must also return these keys to Thorneloe when you depart at the end of your Occupancy Period. If you lose or misplace your keys, you are required to notify a person of authority in order to get a new set of keys, and possibly have the room door lock changed. The cost for this service will be charged to you, payable upon issuance of new keys. You are not permitted to change your lock or duplicate your room key.

4.12. Vacation Periods

Although Thorneloe remains open to its residents during Thanksgiving, the Fall and Winter reading weeks, Easter weekend, and between terms, the Dean of Residence, the RADs and all other staff members will not be holding regular office hours and therefore you might experience a delayed response.

In case of emergency, please contact the Dean of Residence via cell. See appendix 4 for contact information.

4.13 Communication with Residents

Any notice or other communication from Thorneloe to the Resident hereunder may be sent by the following means: (1) to the Resident's Laurentian University and/or private email address registered in the residence database; (2) delivered to the Resident's Thorneloe mailbox or bedroom; or (3) sent by mail to the Resident's permanent address. Any such notice or other communication so e-mailed, delivered or sent shall be deemed to have been given or made and received on the date of e-mailing of the same or delivery of the same or on the third business day following the mailing of same, as the case may be.

4.14 Use of Technology/Internet

You are required to use technology and the internet in a responsible manner. Committing crimes, such as hacking, theft of information, and so on will lead to serious consequences.

SECTION 5: RIGHTS AND RESPONSIBILITIES

As a Resident at Thorneloe University, and a student of Laurentian University, you have rights and responsibilities and it is important for you to know and maintain these.

5.1 Access to Accommodation

You have the right to access your Resident Accommodation during the occupancy period stated in the Residence Offer and Contract.

5.2 Room Use

You have a right to use your Resident Accommodation for regular activities, such as sleep, study, and socialising. Irregular activities may not be permitted if determined to be illegal, counter to the Community Standards or disruptive to other residents.

5.3 Confidentiality

You have the right to confidentiality. Thorneloe is bound by the Ontario Freedom of Information and Protection of Privacy Act (FIPPA) to keep your personal information private. In rare instances, where you are a minor; you are deemed at risk to harm yourself or others; or you went to the hospital for urgent care, Thorneloe reserves the right to notify your parents, legal guardians and/or emergency contacts.

5.4 Clean Environment

You have the right to live in a clean and sanitary environment. You agree to maintain the cleanliness of your Resident Accommodation. Free cleaning supplies can be borrowed from nearby maintenance closets. Thorneloe also asks that you report issues with cleanliness to staff members in order to rectify problems as soon as possible.

5.5 Report Issues

You have the right and responsibility to report any issues or concerns about your Resident Accommodation that affects your ability to reasonably enjoy your accommodation. This includes but is not limited to the reporting of violations of the Student Residence Agreement, safety hazards, roommate conflicts, cleanliness issues and so on.

5.6 Discrimination-Free Environment

According to the Canadian Human Rights Act, you have the right to live in an environment free of discrimination based on "race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability or conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered". Thorneloe strives to cultivate such an environment and is committed to ensuring that all of our residents feel welcomed.

5.7 Harassment-Free Environment

You have the right to live in an environment free of unwanted behaviours including, but not limited to harassment, bullying, hazing, jokes, and pranks. Thorneloe strives to cultivate such an environment and is committed to ensuring that all of our residents feel safe and comfortable at all times.

5.8 Compliance with the Residence Agreement

You are obligated to read, acknowledge, and abide by all the sections outlined in the Residence Agreement which include respecting the privacy, privileges, and rights of all

Thorneloe community members, including guests, residents, staff members, and faculty members as well as the neighbouring communities.

5.9 Responsible for Guests

You accept complete responsibility for any guests that you are hosting. This means that you will be held accountable for any actions from your guests that violate the Residence Agreement. For safety reasons, you must be with your guests at all times while you are hosting them.

5.10 Loss and Damage

You are responsible for any loss or damage caused by yourself or your guests at Thorneloe. You are required to have adequate insurance to cover any deliberate or accidental damage that might be caused to the residence or other residents belongings. The University reserves the right to seek restitution for any damages caused by the resident.

5.11 Communication

You are responsible for checking, reading, and responding to emails sent to your email account by Thorneloe.

SECTION 6: RULES AND REGULATIONS

The purpose of having Rules and Regulations is to help create a safe, respectful, and healthy community within Thorneloe University Residence by establishing regulations that guide behaviour.

The following actions and behaviours are prohibited and/or restricted:

6.1 Abuse and Threats

Verbally or physically abusing, behaving in a threatening or intimidating manner, by any means, towards a member of the Thorneloe community and/or the Laurentian University community.

6.2 Aiding and Abetting

Helping, condoning, inciting, encouraging and/or assisting another individual to contravene the Rules and Regulations.

6.3 Dangerous Acts

Acting in a way that may cause harm to yourself or others.

6.4 Disregard for Fire Safety

(a) Failing to evacuate during a fire alarm. You are responsible for knowing the evacuation route and leaving the building during a fire alarm.

(b) Tampering with fire equipment, including but not limited to smoke detectors, fire extinguishers, fire hoses, water sprinklers, and so on;

(c) Having items that produce open flames such as candles, incense, propane, etc.;

(d) Possessing and/or using prohibited items in your Resident Accommodation, including but not limited to hot plates, microwaves, grills, toaster ovens, space heaters, etc.;

(e) Leaving food unattended while cooking;

(f) Any actions that lead to or could potentially lead to a fire or the activation of Thorneloe's fire system.

6.5 Disregard for Quiet Hours

Quiet hours at Thorneloe are from 11 p.m. to 7 a.m on weekdays and 1 am to 9 am on weekends. Your activities during quiet hours should not disrupt the community while they may be studying or sleeping.

Courtesy hours are in effect 24 hours a day. This means that any person can ask you to reduce the noise you are creating no matter the time of day.

During exam periods, quiet hours are 24 hours a day.

6.6 Disruptive Behaviour

Engaging in behaviours that are disruptive to the residence community, which includes any behaviour or activity that is known or ought reasonably to be known as causing a nuisance.

6.7 Harassment and Discrimination

In accordance with the Ontario Human Rights Code and Laurentian's Policy on Harassment and Discrimination:

(a) "Harassment" is defined as unwanted attention in the form of disrespectful comments, unwanted text messages or images, degrading jokes, rude gestures, unwanted touching, or other behaviours meant to intimidate;

(b) "Discrimination" is defined as unequal or different treatment causing harm, whether intentional or not, because of race, disability, citizenship, ethnic origin, colour, age, creed, marital status, sex, sexual orientation, gender identity, and gender expression, or other personal characteristic.

You are prohibited from harassing or discriminating against any person within the Thorneloe or Laurentian University communities.

6.8 Hazing

Participating in the initiation or hazing of a new member to a group. Hazing typically involves acts that are humiliating and may endanger a person's physical, emotional, or mental health. It is strictly prohibited at Thorneloe. The consequences for engaging in this practice will be immediate expulsion from residence, and may result in a criminal investigation.

6.9 Hindrance

Interfering or obstructing persons, activities and/or services through various means including but not limited to actions, words spoken, written communication, etc.

6.10 Inappropriate Social Gatherings

Social gatherings or parties must not disturb the Thorneloe community and/or have a negative impact on the safety and security of community members.

Thorneloe reserves the right to end any event/party/gathering when deemed necessary.

6.11 Indecent Exposure

Removing clothes in public to be partially or fully naked.

6.12 Misuse of Alcohol

(a) consuming alcohol to a level of intoxication causing disturbances to other community members and/or requiring medical or other assistance due to overconsumption;

(b) being in possession of and/or consuming alcohol while being under 19 years of age;

(c) giving alcohol to any person under the age of 19;

(f) possessing and/or consuming alcohol during a dry event;

(g) participating and/or encouraging others to over consume alcohol, including but not limited to playing drinking games;

(h) Bubas, kegs, Texas mickeys and other large containers of alcohol are not permitted at Thorneloe and such items will be disposed of.

(i) selling or trading alcohol;

Thorneloe University staff reserve the right to confiscate alcohol for the sole purpose of disposal in circumstances where the Code of Conduct has been breached. No refunds will be issued to the Resident for confiscated alcohol.

Thorneloe reserves the right to impose more regulations concerning alcohol in general if there is a need to do so.

6.13 Misuse of Drugs

(a) being in possession, using, distributing and/or selling illegal drugs;

(b) distributing and/or selling controlled and/or prescribed drugs. Your prescribed medication should be kept in the original container showing your name and dosage on the label. Cannabis must be kept in an airtight container;

(c) smoking and/or vaping cannabis must be done in the designated smoking areas.

(d) possessing, using and growing cannabis while under the age of 19;

- (e) giving and/or selling cannabis to a person under the age of 19;
- (f) overconsuming any drug;
- (g) baking and/or cooking food with drugs as an ingredient at Thorneloe;
- (h) giving food to any person with drugs as an ingredient;
- (i) keeping a cannabis plant;

(j) possessing and using drug paraphernalia, such as pipes, for illegal drugs;

Thorneloe reserves the right to enter your Resident Accommodation when there is evidence of illegal drugs and/or prohibited behaviour related to drugs (as defined by this Code of Conduct) to investigate further.

Smoking or vaping indoors at Thorneloe will include fines and the eventual termination of the Contract if the behaviour continues.

Thorneloe reserves the right to impose more regulations concerning drugs in general if there is a need to do so.

6.14 Pranks

Pranking others is prohibited as it can lead to dangerous situations, negatively impact the person being pranked and cause damage to Thorneloe.

6.15 Prohibited Items / Other

Possessing the following types of items is prohibited due to their potential to harm yourself and/or others in the community:

(a) illegal items;

(b) weapons, including but not limited to firearms, BB guns, crossbows, swords, fixed blade knives longer than 5 inches, air guns/rifles, slingshots, paintball guns, etc.;

(c) ammunition for a weapon;

- (d) replicas of weapons;
- (e) explosive materials, including fireworks;
- (f) dangerous chemicals and biomaterials;
- (g) open flame items that could cause a fire;
- (h) aforementioned drugs and drug paraphernalia in 6.13
- (i) inappropriate, offensive or hate-inspired symbols;

(j) pets

The use of weapons or replicas to intimidate, threaten, cause panic and/or assault members of the Thorneloe community is prohibited and will lead to serious consequences such as a police investigation.

Thorneloe reserves the right to prohibit more items if necessary to ensure the safety of community members. Being in possession of a prohibited item could lead to the termination of your Contract.

Intervention and removal of a prohibited item may involve the police.

6.16 Property Damage or Theft

Damaging, defacing, vandalising and/or stealing Thorneloe University property. You will be held responsible for the value of the item damaged or missing. You are also not permitted to paint the walls or furniture of the room.

6.17 Sexual Harassment and Violence

According to Laurentian's Policy on Prevention and Response to Sexual Violence:

5.7. "Sexual Violence" refers to any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation, distribution of sexual images or video of a community member without their consent, and cyber stalking of a sexual nature and also encompasses the following definitions: 5.7.1. "Sexual Assault" refers to any type of sexual contact without mutual consent. This may range from kissing and fondling to intercourse or other sexual acts. Any physical contact of a sexual nature without consent is sexual assault.

5.7.2. "Sexual Harassment" means: 5.7.2.1. Engaging in a course of vexatious comment or conduct against a person in a workplace, learning environment and/or housing accommodation because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be

unwelcome, (in some cases, one incident could be serious enough to be sexual harassment); 5.7.2.2. Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement and the person knows or ought reasonably to know that the solicitation or advance is unwelcome; 5.7.2.3. An implied or expressed promise of reward for complying with a sexually oriented request; 5.7.2.4. An implied or expressed threat of reprisal or actual reprisal for refusing to comply with a sexually oriented request; 5.7.2.5. A sexually oriented comment or behaviour that may reasonably be perceived to create a negative psychological and emotional environment for a workplace, learning environment or housing accommodation; 5.7.2.6. Indecent exposure, voyeurism, degrading sexual imagery, degrading comments (in person or online) and cyber harassment.

Participating in any actions deemed to be sexual harassment or sexual violence as per the definitions provided can lead to formal and informal investigations into incidents reported.

6.18 Smoking/ Vaping/ Open Flames

Residents cannot smoke or vape any substance in Thorneloe residence. The designated smoking area is at the far end of the Theatre door in the back parking lot.

Actions, including but are not limited to: burning incense, using candles, etc. are also prohibited to ensure fire safety.

Thorneloe reserves the right to add more regulations regarding smoking/vaping/and open flames.

6.19 Theft, Illegal, or Unauthorised Possession

Having items in your possession without the consent of the rightful owner.

6. 20. Unauthorised Entry and/or Presence

(a) Providing access to individuals outside the residence community without signing them in as your guests is prohibited. Providing access includes but is not limited to propping open doors; letting a non-community member enter a secure location by letting them tailgate behind you; leaving your guest while in residence; lending your keys to others; etc.;
(b) Entering and/or attempting to enter restricted areas, such as construction zones, staff and faculty offices, rooftops, utility rooms, storage rooms, etc.;

(c) Entering and/or attempting to enter the Resident Accommodation of another person without consent;

(d) Being present in another person's Resident Accommodation without permission from the said person and/or refusing to leave another person's Resident Accommodation after being asked to do so by the said person.

6.21. Unauthorised Use of and/or Tampering with Equipment or Services

Misusing any Thorneloe University equipment or service is prohibited. This includes but is not limited to using Thorneloe University Internet services for nefarious reasons; tampering with fire equipment or interfering with the operation of any fire detecting or smoke detecting equipment for any reason.

You will be held financially responsible for damage or loss of equipment due to the aforementioned actions.

6.22. Violence

Acting in an aggressive manner towards another individual or group by being intimidating, threatening, or engaging in violent acts.

SECTION 7: DISCIPLINARY AND PREVENTATIVE PROCEDURES

This section outlines all the possible disciplinary and preventative actions taken to resolve behavioural issues that may negatively affect the overall community and its members.

Note: All infractions of the Student Resident Agreement and Code of Conduct will be recorded in your residence file, which will be kept until your departure from residence.

The following measures may not be applied in a sequential order.

7.1 Meeting with the Dean of Residence or Staff Designate

After being involved in an incident, you will be required to attend a meeting with the Dean of Resident, or their designate to discuss the issue. This meeting is an opportunity for you to explain what happened and/or learn to avoid infractions of the Student Resident Agreement and Code of Conduct. Meetings may also be scheduled for the purpose of collecting information and/or checking in on your wellbeing.

7.2. Interim Measures

Pending further investigation, interim measures are temporarily put in place to safeguard the community and its members while an investigation takes place.

7.3. Verbal Warning

In the case of minor infractions to the Student Resident Agreement and Code of Conduct and/or first-time offences, the Resident will be required to engage in a discussion of why their behaviour was problematic and be warned not to make the same mistake again.

7.4. Written Warning

After attending a meeting with a staff member, you will receive a written letter outlining the behavioural issue and the punitive measures.

7.5. Developmental Measures

You will be required to do a task that helps you reflect on and/or understand a concept related to your infraction of the Student Resident Agreement and Code of Conduct. These tasks include but are not limited to, participating in a workshop, writing a reflective essay, researching a topic and so on.

Failure to complete the assigned task will result in a new consequence.

7.6. Restorative Justice

With the aim of repairing harm, rebuilding trust, and building community, you may be asked to provide an apology; pay restitution; participate in mediation; engage in community service; participate in a victimless conference; etc.

Failure to complete one or more assigned restorative justice measures will result in a new consequence.

7.7. Behavioural Conditions

You may be required to comply with behavioural limitations, including but not limited to restrictions related to access to certain areas of Thorneloe; guest allowances; the consumption of alcohol; interactions with one or more community members; and participation in counselling to receive support.

7.8. Fines

You may be required to pay a fine for an incident in which you were involved.

7.9. Probation Status

After a series of incidents and/or a major incident in which you are at fault, your place in residence may be in jeopardy. This means that you will receive a letter informing you that you are on probation and you will have to monitor your behaviour in order not to infract the Student Resident Agreement and Code of Conduct. If another incident occurs after being placed on probation, it is very likely that you will be asked to leave residence.

7.10. Termination of Contract

Your residence contract will be terminated due to a series of incidents or a major incident in which you were found at fault. You'll be asked to vacate your room and find accommodation elsewhere. You will be asked to completely vacate your room no later than 48 hours after receiving the decision. It may be possible to negotiate a different timeline depending on the circumstances. You will still be held financially responsible for the remainder of your Contract.

7.11. Denial of Readmission

You will not be permitted to enter into a new Contract with Thorneloe due to documented behavioural issues.

7.12. Other Disciplinary and Preventative Measures

Thorneloe reserves the right to employ any other disciplinary and preventative measure to resolve issues and safeguard the Thorneloe community. These measures include, but are not limited to, room reassignment; payment of fines and other costs; communication with a parent or guardian; communication with partners at Laurentian University (EDHRO, Counselling Services, Security, etc.), and so on.

SECTION 8: APPENDICES

DEPOSIT AND FEES

ROOM DEPOSIT 500\$

Returned to students who pay their fees by 'lump sum' in the Spring.

SAFETY DEPOSIT 100\$

This deposit carries over from year to year - if you are a returning student, you do do not need to pay this deposit again. This fee is returned when you are not returning to Thorneloe Residence the following year.

STUDENT COUNCIL FEE 110\$

This fee is held in trust for the Student Council and it is remitted to them. This sum is not returned to you.

ATHLETIC FEE 30\$

This fee is used to maintain gym equipment on residence. This sum is not returned to you.

RESIDENCE FEES

All residence fees below are for the duration of the academic year, September - April

OPTION 1: One Single Lump Sum Payment 7,840\$ due prior to August 15th

Your 500\$ deposit will be returned to you in the Spring. You must pay the full amount due in August.

OPTION 2: Fees paid in instalments Term 1 - 3,920\$ due prior to August 15th

Term 2- 3,420\$ due prior to December 15th

Your 500\$ deposit is deducted from the Spring fee making it 500\$ less than term one. You will not receive a payment in the Spring to return your deposit.

PARKING

All parking passes are for the duration of the academic year, September - April.

Space without an electrical outlet 440\$ Space with an electrical outlet 564\$ Overnight Visitor Parking 8\$ per day/night

SUMMER STORAGE

Should you chose, you can leave your items from your room in storage over the summer months (May - August). The fee for this service is 75\$/month.

Appendix 2: Overnight Guest Registration Form

• Please not that an electronic Google Form is available on page 9

Overnight Guest Information Sheet

Please notify the Dean of Residence if any chances need to be made to the initial request. It is still necessary to sign a guest in at the front entrance for security purposes. Each resident is responsible for the guest that they've signed in.

* Indicates required question

- 1. <u>Email *</u>
- 2. <u>Name of Resident *</u>
- 3. <u>Room Number *</u>
- 4. <u>Name of Guest *</u>
- 5. <u>Contact Information: Telephone Number or Email Address</u>
- 6. <u>Date of Arrival *</u>
- 7. <u>Date of Departure *</u>
- 8. <u>Vehicle Information</u>: Please include make, model and colour of vehicle as well as licence plate number. The guest is to park at the back of residence and will be issued a temporary parking pass for the duration of their stay. If the guest does not have a vehicle, please mark N/A
- 9. <u>Notes:</u> Please provide me with any additional information you think I need to have!

Appendix 3: Storage Contract

PROPERTY STORAGE AGREEMENT FOR CONTINUING STUDENTS AT THORNELOE UNIVERSITY

This Property Storage Agreeme	ent is made on this		by and between	
Thorneloe University and;		Date		
Student's name:				
	Student's Name			
Students permanent address:_				
	Full Address			

The Student is the legal and beneficial owner of student room items and possessions. Thorneloe University has agreed to provide a storage service on the Property and the student stated above accepts such responsibilities and agrees to perform the duties and obligations hereinafter set forth in this Agreement.

In consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration the parties hereto and hereby agree as follows:

1. During the term of this Agreement, the University agrees to store the Property on behalf of the student in safe keeping at its facility at 935 Ramsey Lake road. The Student acknowledges that they have inspected the Property prior to providing it to the University and acknowledges that the Property is in good and mercantile condition.

2. The University agrees to exercise reasonable care to protect the Property from theft or damage, and shall keep Students items stored in a locked room with access only allowed in the presence of a Thorneloe employee.

3. The title, claim, right and interest in the Property shall at all times remain in the Student only. The Student shall pay to the university a fee in the amount of CAD \$300.00/summer, which shall be paid prior to OR at time the property is placed in storage.

4. This Agreement will extend the length of the summer (120 days). If the student fails to pay for and/or retrieve the Property after the expiration of 30 days after the expiration of the term of this Agreement, then:(a)the storage charges payable by the Student to the University under this Agreement shall be increased to \$95.00 per month after the date of termination of this Agreement, and (b) the University may, in addition to any other right or remedy it may have in law, dispose of the Property in accordance with the law, and apply the proceeds thereof to any storage charges payable under this Agreement.

5. This Agreement shall be governed as per laws of providence of Ontario, Canada.

IN WITNESS WHEREOF THE TWO PARTIES SHALL E	BOTH SIGN.
--	------------

University sign		, [Date:		
Student	sign	, D	Date:		

Thornloe Administration

General Inquiries - info@laurentian.ca

President	Dr. John Gibaut	jgibaut@thorneloe.ca
Dean of Residence	Stacy Sathaseevan 705-626-8439	ssathaseevan@thorneloe.ca
Building and Maintenance Manager	Robert Godwin	tufixit@thorneloe.ca rgodwin@laurentian.ca
Assistant Chaplain	Rev Jason Tripp	jtripp@thorneloe.ca
Executive Secretary	Jessica Lamirande	jlamirande@thorneloe.ca

Resident Assistants to the Dean

1st Floor Males	Joel Joseph	647-545-1367	Room 115
1st Floor Females	Victoria Mcdowell	613-334-7744	Room 134
2nd Floor Males	Christopher Ross	249-359-9027	Room 211
2nd Floor Females	Kaitlyn Connors	905-716-0772	Room 225

Other Emergency Contacts

Campus Security	705-673-2661
Greater Sudbury Police Services - non emergency line	1-866-863-0511
Emergency - Fire, Ambulance and Police	911
Telehealth Ontario	1-866-797-000
Crime Stoppers	1-800-222-8477
Crisis Intervention	705-675-4760
Warmline	1-866-856-9276



DEPOSIT AND FEES

ROOM DEPOSIT 500\$

Returned to students who pay their fees by 'lump sum' in the Spring.

SAFETY DEPOSIT 100\$

This deposit carries over from year to year - if you are a returning student, you do do not need to pay this deposit again. This fee is returned when you are not returning to Thorneloe Residence the following year.

STUDENT COUNCIL FEE 110\$

This fee is held in trust for the Student Council and it is remitted to them. This sum is not returned to you.

ATHLETIC FEE 30\$

This fee is used to maintain gym equipment on residence. This sum is not returned to you.

RESIDENCE FEES

All residence fees below are for the duration of the academic year, September - April

OPTION 1: One Single Lump Sum Payment 7,840\$ due prior to August 15th

Your 500\$ deposit will be returned to you in the Spring. You must pay the full amount due in August.

OPTION 2: Fees paid in installments

Term 1 - 3,920\$ due prior to August 15th

Term 2- 3,420\$ due prior to December 15th

Your 500\$ deposit is deducted from the Spring fee making it 500\$ less than term one. You will not receive a payment in the Spring to return your deposit.

PARKING

All parking passes are for the duration of the academic year, September - April.

Space without an electrical outlet 440\$ Space with an electrical outlet 564\$ Overnight Visitor Parking 8\$ per day/night

SUMMER STORAGE

Should you chose, you can leave your items from your room in storage over the summer months (May - August). The fee for this service is 75\$/month.



ONLINE BANKING

Select 'Thorneloe University' as the payee in your online banking in the 'pay bills' section. Please reference your student number.

Send your funds by etransfer to payments@thorneloe.ca .

CASH

Fees can be paid in cash by appointment with the Executive Secretary, at info@thorneloe.ca

If you have any questions regarding fees, please email info@thorneloe.ca.