

PREAMBLE

Life in residence is governed by three key documents. The Residence Agreement/Contract outlines fundamental contractual obligations between the student and Housing and Conference Services. The Residence Handbook further describes policies, procedures and community standards, including the Residence Code of Conduct (RCC), which clearly outlines the behavioural expectations of all residence students and sanctions for discipline violations.

McMASTER RESIDENCE STUDENT CODE OF HONOUR

It is assumed that the primary objective of all residents is the successful pursuit of academic studies. Residence life also creates the potential for many social and cultural benefits. Residents are jointly responsible for helping to make the residence community a comfortable, safe, and secure living environment conducive to achieving the key McMaster University objective: excellence in learning and discovery.

Students need to realize and appreciate that certain fundamental rules and regulations are necessary in any community and that ultimately discipline should come from within each person. The McMaster residence system believes and is founded on the principle that integral to the code of behaviour is an appreciation of the effect of one's personal behaviour on others and respect for their personal and property rights. McMaster appeals to each student's sense of reason and responsibility and promotes the ideal that responsibilities are to be shared by all residents in order to maintain a high standard of cooperative living, tolerance, mutual respect and compromise.

By choosing to join the McMaster residence community, each member is required to accept and live by a code of behaviour, which values and promotes civility, good citizenship and productive behaviour.

ADMINISTRATIVE POLICIES AND PROCEDURES

1. The Residence Agreement/Contract becomes effective upon receipt by the University of the student's Residence Application. The submission of the online application and acceptance of the accompanying terms and conditions shall be evidence that all of the terms and conditions of the Residence Agreement/Contract are fully understood and that the student agrees to be bound by the Residence Agreement/Contract and Residence Code of Conduct as a condition of applying to residence at McMaster University.

2. a) Full-time undergraduate students receive first priority for residence accommodation. A full-time undergraduate student is defined as one who is taking courses equivalent to at least twenty-four units between September and April, or is enrolled in a full-time Co-op program. Residence accommodation is conditional upon registering and remaining as a full-time student during the academic year. Students who are admitted in January must be enrolled in a minimum of 12 units.

b) To allow more first year students the opportunity to spend their first year on campus, 80% of all spaces in McMaster University's residence buildings will be reserved for first year students and 20% of all spaces will be allocated on the basis of merit and lottery to returning residents, residence life staff, Inter Residence Council members, off-campus undergraduate students, and other merit students, as determined by Residence Admissions, if space permits.

c) Given that the composition of McMaster's student community is changing, Residence Admissions will consider the following non-traditional students eligible for residence: 1) undergraduate and graduate students who will register at McMaster and are requesting accommodation before their term of study commences; 2) undergraduate students enrolled full-time at another post-secondary institution who choose to do their work placement in a McMaster University faculty or department; 3) graduate students enrolled full-time at another post-secondary institution who choose to do their work placement in a McMaster University faculty or department; and 4) students who are registered in a second Bachelor's degree at McMaster University, and who have lived in residence for a full four years during the completion of their first degree. Admission will be granted to non-traditional students in the order of priority listed above, and only after all full-time traditional students have been accommodated. Each case will be reviewed individually and admission will be granted at the discretion of Residence Admissions.

d) All students are responsible for notifying Residence Admissions of any change in their student status that may affect their eligibility for residence as outlined above. This notification must be in writing and must be received in the Residence Admissions office by November 6, 2009.

e) Students wishing to live in residence beginning in January 2010 can apply starting October 1, 2009. All applicants must complete the online application process by November 1, 2009. Spaces are limited and will be allocated by random lottery. Spaces are assigned based on the 80%/20% policy outlined in 2b.

3. Co-op students are eligible to apply for residence accommodation in the same manner as full-time undergraduate students. Students in such a program must be enrolled in 12 units during the term in which they live on campus. The residence fee for four-month occupancy will be one half of the fee for eight-month occupancy. Co-op students who live in residence for the first academic term only (September to December) will be charged an additional \$300 as an administrative fee for filling the second term vacancy. It is the responsibility of the student to notify Residence Admissions of their enrollment in a Co-op program prior to moving into residence, otherwise full residence fees will be charged. The student is also responsible for notifying Residence Admissions of any change in their Co-op status. This notification must be in writing and must be received in the Residence Admissions office by November 6, 2009.

4. If a student is not able to maintain full-time status, as defined in section 2, the student will be required to withdraw from residence and to meet the financial responsibilities, as outlined in section 23. A student who cannot maintain full-time status for medical, family, academic or compassionate reasons must submit a written appeal with supporting documents to Residence Admissions to be considered for permission to remain in residence.

5. Current residents must apply to residence each year, with acceptance determined by merit, academic, and/or lottery considerations. In addition, and without limitation, residence acceptance may be denied as a result of any previous breach of the Residence Agreement/Contract or Residence Code of Conduct. Returning students who are successful in the residence lottery are required to maintain a sessional average of 5.0(C) in at least 24 units in the most recent academic year in order to remain on the guaranteed list for residence. All other students will be placed on a waiting list and offered residence as bed spaces become available. A student who cannot meet this minimum academic average for medical, family, academic or compassionate reasons must submit a written appeal with supporting documents to Residence Admissions to be considered for acceptance to residence.

6. Residence fees include accommodation from Labour Day, Monday, September 7, 2009, to 12 noon on the day following the student's final first term exam in December 2009, or to noon on closing day December 23, 2009, whichever is earlier; and from Sunday, January 3, 2010 to 5 p.m. on the day following the student's final exam in April 2010, or to 5 p.m. on closing day April, 29, 2010, whichever is earlier. In order to facilitate the large number of students, move-in times will be staggered and some students will be allowed to move in before September 7, 2009. All students will be notified in advance of their move-in time.

7. All residences are closed to all students, without exception, during the holiday break December 23, 2009 to January 3, 2010. All food, Service Centre, custodial and maintenance services are suspended during this period.

8. Each residence fee includes a digital telephone handset with local telephone service (REZphone), and a network based Internet connection (MacONLINE). Students wishing to use McMaster's long distance plan can register [online](#). Students will be required to provide a void cheque or credit card number to establish a pre-authorized payment plan. Long distance is accessed using a pin number assigned to the student during the registration process. Each student is responsible for all long distance calls charged to their PIN. Such charges shall be automatically withdrawn from a bank account or charged to a credit card as the case may be. The payment will be normally withdrawn or charged on the first banking day of each applicable month, commencing in November. Each student is responsible for the use of their telephone and Internet jacks, and is prohibited from using, or permitting them to be used for a purpose or in a manner that is contrary to the law, University policy, or could be considered annoying or offensive under the Residence Code of Conduct. Abuse of the REZphones and/or MacONLINE systems may result in termination of the telephone and/or data service and (depending on the nature of the abuse) may result in judicial or criminal charges being laid against the student. Refer to the MacONLINE Usage policy (http://www.mcmaster.ca/uts/students/maconline/about_maconline.html), the REZphone Usage Policy (<http://www.mcmaster.ca/uts/students/maconline/termstel.htm>) and the McMaster Code of Conduct for Computer and Network Users (<http://www.mcmaster.ca/uts/policy/netcond.htm>).

9. Students in all residences are required to purchase a residence meal plan. For further information visit <http://hospitality.mcmaster.ca/mealplan/residence.html>

10. a) All students applying to residence will be required to make a \$600 deposit (by applicable deadline) in order to reserve their position. The deadline for the residence deposits to be received is February 26, 2009, at 4:00 pm EST for upper year/returning students, and May 28, 2009, at 4:00 pm EST for guaranteed first year students. This deposit will be credited towards the full residence fee. The student agrees to pay the balance of his/her residence fees according to the terms set out by the Office of the Registrar, subject to withdrawal from residence.

First year students applying to the waiting list are not required to make this deposit until they are requested to do so by Residence Admissions.

Applications and/or deposits received after the deadline, or applications that are deficient in any way, shall be placed at the bottom of the (then) existing waiting list.

b) All personal and residence fee accounts with the University must be settled promptly and if unpaid, will result in the withholding of academic transcripts or other sanctions as determined by the Director of Housing and Conference Services in consultation with the appropriate administrative departments or personnel.

c) Applicants who pay the deposit but never receive an offer of residence, or who request to be removed from the waiting list, will receive a full refund of their \$600 deposit.

11. Room assignments are made by Housing and Conference Services. Students are not guaranteed their choice of residence, room or roommate. Residence Admissions may consult with appropriate Residence Life staff to assign rooms and roommates in each building. Students must have permission from their Residence Manager and Residence Admissions in order to change or switch rooms. Students are prohibited from subletting or delegating to another the use or occupancy of their residence rooms. New students are advised of their residence/room assignment in July.

12. Students are not permitted to engage in any commercial activity in residence rooms or common areas.

13. The University will not be liable, directly or indirectly, for loss or theft of personal property, including food, or for damage or destruction of such property by fire, water or other causes (eg. loss of utilities). Students are strongly advised to obtain personal insurance against such losses. Housing and Conference Services does not purchase such protection for personal property. Students can often obtain coverage through a "rider" on the family's tenant or homeowner insurance policy, which should include liability coverage for injury or damage caused by the student. Students must also take positive steps to ensure their safety by locking room doors and ensuring that only authorized persons enter their building.

14. All rooms or apartments/suites are inspected prior to the students' arrival for damage and the completed room inspection forms are kept on file at the Service Centre. Students must report missing items or items in need of repair immediately to the Service Centre where corrective action will be initiated. Students are financially responsible for any damage or losses to their room and/or its contents. Students will be invoiced for losses, damage, cleaning and/or repairs required during or at the end of their residence contract. Students assigned to apartments/suites are jointly responsible with the other occupant(s) of the apartment/suite, for damage or losses to the shared areas of the apartment/suite. All charges for damages to common areas in residence (e.g. laundry rooms, elevators, etc.) will be split equally among the occupants of the building or floor, provided that such damage cannot be traced to those directly responsible.

15. Students are responsible for cleaning and maintaining an orderly state in their own room/apartment/suite during the academic year, and for ensuring that their room/apartment/suite is clean and free of all refuse when their residence contract ends or is cancelled. Students will be invoiced for all cleaning and/or repairs required during or at the end of their contract.

16. Property left in residence longer than 48 hours after the student has vacated is considered to be abandoned and will be removed at a minimum cost of \$25 to the student. Housing and Conference Services does not accept responsibility for the storage or safekeeping of any property abandoned in residence.

17. Students are required to vacate their residence room and return all residence keys/access cards no later than 5 p.m. on the day following their final exam in April, or by 5 p.m. on closing day April 29, 2010, whichever is earlier. Residence keys/access cards cannot be transferred, loaned or duplicated. Students who lose or do not return their residence keys/access cards at the end of their residence contract will be charged \$160 for the required lock changes and \$25 for each replacement key/access card.

18. Housing and Conference Services subscribes to the principle that residence students are entitled to enjoy a reasonable right to privacy in residence rooms. However, it reserves the right to have authorized staff enter rooms, apartments, and suites under the following conditions: to provide repair service or room maintenance inspections; to conduct periodic health and safety checks of room conditions; to conduct weekly or monthly fire inspection tests in apartments/suites; when there is reasonable cause to believe an emergency situation has arisen that requires entry; when a student vacates a room for a break period (eg. December break); when there is reasonable cause to believe that university regulations are, and/or the law is being violated. Authorized staff are supplied with identification badges that are visible at all times.

19. Where behaviour, personal security or health issues are of serious concern, Housing and Conference Services reserves the right to notify the "emergency contact" name listed on the student's residence application form. In these circumstances and when the student is under 18 years of age, the parent or guardian will be notified rather than the "emergency contact".

20. Housing and Conference Services reserves the right to terminate residence contracts, reassign students to another residence and/or room on a temporary or permanent basis, and to effect other steps as may be required for the safety, security and well-being of the residents and the residence program.

21. Housing and Conference Services has a responsibility to reduce losses in revenue by filling vacancies which may occur throughout the year. Students in residence must be prepared to welcome a new roommate in the event that a vacancy occurs in a double/triple/quad room or an apartment/suite. Similarly, if vacancies remain unfilled, Housing and Conference Services may need to consolidate rooms. Housing and Conference Services may effect consolidation when necessary by requiring a student to accept a new roommate or move to a new room. In some circumstances, and at the discretion of Housing and Conference Services, a student may be permitted to remain in their room for an additional fee. Advance notification will be given to those students affected.

22. Any student who submits a complete and accurate residence application form, pays the deposit, and whose name is on the guaranteed residence list, is defined as being "in residence." If this student in residence wishes to withdraw from residence, he/she will

forfeit all or part of the residence deposit depending on the date that the written notice of cancellation is received in the Residence Admissions office. A forfeited residence deposit may not be applied to other outstanding university accounts or transferred to the residence account of another student.

Cancellation deadlines and refunds:

In order to withdraw from residence, the student must notify Residence Admissions in writing, either by e-mail at resadmissions@mcmaster.ca or by sending written notice to the Residence Admissions office. Residence questions may also be directed to Residence Admissions at (905) 525-9140, ext. 24342.

Date Written Cancellation Received	Deposit Refund
For September: If cancellation received on or before 10, 2009	Applicant receives refund of \$300
For September: If cancellation received after July 10, 2009	Applicant receives NO REFUND
For January Admits: If cancellation received on or before Dec. 4 2009	Applicant receives refund of \$300
For January Admits: If cancellation received after Dec. 4, 2009	Applicant receives NO REFUND

Withdrawal from residence will affect the student's meal plan, as outlined in the McMaster University Residence Meal Plan Policy. All meal plan questions must be directed to Mac Express at express@mcmaster.ca or (905) 525-9140, ext. 27448.

23. Students who withdraw from residence for any reason whatsoever during the academic year are required to give immediate written notice to Housing and Conference Services. To withdraw from residence, students must check out at their Service Centre, and return their residence keys/access card. Failure to do so will result in the student being charged as outlined in section 17. The date of withdrawal will be recorded as the date the residence keys/access card is returned. The student is financially responsible for his/her full year's fee and is placed on a refund waiting list in order of date of withdrawal. When a new student is admitted to residence, a refund is processed for the first student on the waiting list. Eligible refunds of residence fees are calculated on a pro-rated daily basis, and are credited to the student's university account, less a \$300 administration fee. If the student has no outstanding university accounts, the residence refund will be issued to the student. A student who is unable to continue to live in residence due to exceptional circumstances beyond his/her control may submit a written appeal with supporting documents to Residence Admissions for a pro-rated refund of his/her fees. This student remains responsible for the administrative fee.

RESIDENCE STUDENT RESPONSIBILITIES

1. Every student living in residence is responsible for observing the terms and conditions of the Residence Handbook and the Residence Code of Conduct (RCC) which outline community standards and behavioural expectations for residents, and the types of sanctions levied when these standards are breached. No resident student is exempt from the terms and conditions of the RCC for any reason.
2. Guests of residents are responsible for observing the terms and conditions of the Residence Handbook and the RCC. Students living in residence are accountable for the behaviour of their guests and will be sanctioned if guests breach these standards.
3. Each student expressly agrees that he/she will not directly or indirectly cause, or fail to take reasonable steps which may prevent a breach of the RCC. These include, but are not limited to: damage, vandalism, commission of a criminal offence or willful destruction to property within the residence, to the residence structure and/or to the grounds surrounding residence.
4. Every student is expected to act in a responsible manner so as not to compromise his/her own safety or endanger the health and safety of others. The University reserves the right to determine what constitutes unsafe or unhygienic practices. These include but are not limited to: tampering with fixtures, building systems (including the wiring and fire prevention controls), fabricating or building structures, or impeding any means of egress from the building. Students may refer to the Residence Code of Conduct on-line at <http://www.mcmaster.ca/univsec/policy/ResidenceCode.pdf>

The submission of an online Residence Application Form indicates that the student has read and understood the conditions of the Residence Agreement/Contract and its related documents as a condition of applying to and, if accepted, living in residence at McMaster University. The student agrees that the terms and conditions of the Residence Agreement/Contract, Residence Handbook and the Residence Code of Conduct are effective and binding legal obligations that are enforceable.

Please retain this copy of the Residence Agreement/Contract for future reference.

*Pending Senate approval