

## **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 on-line Residence Handbook (<https://housing.mcmaster.ca/current-residents/residence-policies/>) further describes policies, procedures and community standards, including the Code of Student Rights and Responsibilities (CSRR) ( <https://sscm.mcmaster.ca/the-code/>), which clearly outlines the behavioural expectations of all residence students and possible outcomes.

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 are expected to understand and appreciate that certain fundamental expectations and regulations are necessary in any community and that discipline should come from within each person. Integral to the code of behaviour, the McMaster residence system is founded on the principle that 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 to maintain a high standard of cooperative living, tolerance, mutual respect and compromise.

By choosing to join the McMaster residence community, each member accepts and agrees to live by a code of behaviour, which values and promotes civility, inclusivity, 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 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 the Code of Student Rights and Responsibilities as a condition of applying to residence at McMaster University.

### **Qualifying for Residence**

2. a) First Year Undergraduate students who meet the Residence Admission Average, as determined by Housing and Conference Services, and who are enrolled full-time equivalent of at least eighteen units, receive priority for residence accommodation.

b) To allow more first year undergraduate students the opportunity to spend their first year on campus, all spaces in McMaster University's residence buildings will be reserved for first year undergraduate students entering directly from high school, and to Residence Life Staff.

After all, first year undergraduate students have been accommodated, and if space permits, residence spaces will be allocated by lottery to returning undergraduate and graduate students, as determined by Residence Admissions. Each case will be reviewed individually, and admission will be granted at the discretion of Residence Admissions.

Current residents wishing to return to residence must apply each year, with acceptance determined by available spaces, and/or lottery considerations. In addition, and without limitation, residence acceptance may be denied because of any previous breach of the Residence Agreement/Contract and/or Code of Student Rights and Responsibilities. Returning students who are applying to residence are placed on a waiting list and offered residence, only after all first-year undergraduate students have been accommodated and if space permits. Returning students are required to maintain a fall/winter average of 5.0(C) in at least eighteen units in the most recent academic year to remain on the waiting list and/or be eligible for an offer of residence. A student who cannot meet this minimum academic average for medical, or compassionate reasons must submit a written appeal with supporting documents to Residence Admissions to be considered for acceptance to residence.

- c) Students who are enrolled in a Mohawk-McMaster program are not eligible for residence.
- d) Students are responsible for notifying Residence Admissions within 24 hours of any change in their student status that may affect their eligibility for residence as outlined above.
- e) Students wishing to live in residence beginning in the winter term, (January) can apply starting in October. All applicants must complete the online application process by the stated deadline in the application. Spaces are limited and will be allocated by random lottery. Spaces are assigned based on the policy outlined in section 2.

### **Exchange Students**

3. Exchange students are eligible to apply for residence accommodation in the same manner as first year undergraduate students enrolled full-time in at least eighteen units as outlined in section 2. Exchange students are defined as an Incoming Exchange student being admitted from another University and enrolled through the McMaster Exchange Program. Residence spaces will be allocated based on lottery to Exchange students and priority will be given to Exchange students enrolled for both, the Fall and Winter term (September to April).

- a) Fall Term (September to December): Exchange 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.
- b) Winter Term (January to April): Exchange students who live in residence for the second academic term only (January to April) will be charged the residence fee for four-month occupancy which is one half of the fee for eight-month occupancy.

### **Vaccination Policy**

Residence accommodation is also conditional on McMaster University's vaccine policy. As of May 1, 2022, McMaster University will pause its vaccine requirement until the end of the summer term. However, prospective residence students are encouraged to make sure they are fully vaccinated, including booster shots.

If pandemic circumstances, public health advice and/or government requirements change, McMaster may need to quickly reinstate the McMaster University vaccine policy. That would mean that access to campus (including residence buildings) would be limited to those who are fully vaccinated.

You do not need to provide proof of vaccination at this time. By signing below and proceeding with the residence application, you acknowledge that McMaster University may ask for proof of COVID-19 vaccination if it re-instates the COVID-19 vaccination requirement.

You also understand that failure to provide proof of vaccination, if requested, may result in the cancellation of your residence agreement and your removal from residence.

## Academic Requirements

4. a) If a student is not able to maintain a course load of at least eighteen units, as defined in section 2, the student will be required to withdraw from residence and to meet the financial responsibilities, as outlined in section 16. A student who cannot maintain a course load of at least eighteen units for medical, or compassionate reasons must submit a written appeal with supporting documents to Residence Admissions to be considered for permission to remain in residence.
- b) If a student withdraws from all their academic courses, the student is required to contact the Residence Admissions Office immediately, or within 24 hours as of the date the student withdraws from courses, to complete the withdrawal process, and prepare to vacate residence within 24 hours, as outlined in Section 16.

## Contract Dates

5. Residence fees include accommodation from, August 29, 2022, to 12 noon on the day following the student's final first term exam in December 2022 or to 12 noon on closing day December 23, 2022, whichever is earlier; and from, January 7, 2023 at 7:00 a.m. to 3:00 p.m. on the day following the student's final exam in April 2023, or to 3:00 p.m. on closing day April 30, 2023, whichever is earlier. To offer flexibility, move-in times will be staggered, and some students will be allowed to move in before August 29, 2022. All students will choose their preferred move-in date/time on the online residence portal in advance.
6. Residence buildings are closed to all students during the December break (12 noon December 23, 2022, to 9:00 a.m. January 7, 2023), with the exception of students approved to remain in residence by Housing & Conference Services. Students will be given the option to submit a request, for an additional fee, to Housing & Conference Services, for approval to remain in residence over the December break period. All food and Service Centre operations are suspended, and student life, custodial and maintenance services are limited during this period.

<b>Dates</b>	<b>Key Events</b>
August 27 and August 28, 2022	Student Move-in begins. Student will be notified in advance of their specific building/time move-in details.
October 10-16, 2022	<ul style="list-style-type: none"> <li>• Mid-term recess (Fall Break); buildings remain open</li> </ul>
December 9-23, 2022	<ul style="list-style-type: none"> <li>• Exam /move-out period</li> <li>• Students are required to vacate residence by 12 noon the day following their last exam or to 12 noon on closing day December 23, whichever is earlier.</li> <li>• Student access cards to the building will be deactivated on their move-out date at 12 noon.</li> <li>• Students who do not move-out on their specific date/time are in violation of the Code of Student Rights and Responsibilities and subject to a \$50/day late move-out fine.</li> </ul>
December 23, 2022	Residence buildings close for December Break at 12 noon.
January 7, 2023	Residence buildings re-open at 9:00 a.m.
February 20-26, 2023	<ul style="list-style-type: none"> <li>• Mid-term recess (Reading Week); buildings remain open</li> </ul>

April 13-30, 2023	<ul style="list-style-type: none"> <li>• Exam /move-out period</li> <li>• Students are required to vacate residence by 3:00 p.m. the day following their last exam or to 3:00 p.m. on closing day, April 30, whichever is earlier.</li> <li>• Student access cards to the building will be deactivated on their move-out date at 3:00 p.m.</li> <li>• Students who do not move-out on their specific date/time are in violation of the Code of Student Rights and Responsibilities and subject to a \$50/day late move-out fine.</li> </ul>
April 30, 2023	Residence buildings close at 3:00 p.m.

## Application Deadline and Deposit

7. a) All students applying to residence must submit an online residence application using the McMaster University Residence Portal (<https://liveatmac.mcmaster.ca/PortalX/>) and will be required to make a deposit in order to secure their offer of a guaranteed residence space. Deposits may vary depending on applicant type. The deadline for the residence deposits is to be received by the deadline communicated by Housing & Conference Services for guaranteed first year students. All deposits for residence will be credited to their Mosaic student account and goes towards the overall full residence fee.

All 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, will be placed at the bottom of the (then) existing waiting list.

b) The student agrees to pay the balance of their residence fees according to the terms set out by the Student Accounts Office ( <https://registrar.mcmaster.ca/>), subject to withdrawal from residence. All personal and residence fee accounts with the University must be settled promptly and if unpaid, will result in the student being blocked from grade reports and/or further enrollment according to terms set out by the Student Accounts Office.

c) Applicants who pay the deposit but never receive an offer of residence, or who request to be removed from the waiting list by August 29, 2021, will receive a full refund of their deposit.

## Room Assignments & Room Changes

8. a) Room assignments are made by Housing and Conference Services. Students are not guaranteed their choice of residence building, floor, living learning community, room, room type or roommate. Residence Admissions may consult with appropriate Residence Life staff to assign rooms and roommates in each building. Students are prohibited from subletting or delegating a person for the use or occupancy of their residence rooms and are not permitted to make unauthorized room or roommate changes, including bedrooms in apartment/suite style residence rooms. Incoming fall students are advised of their residence/room assignment in July.

b) Room change requests are permitted at the discretion of Housing and Conference Services staff (i.e., Residence Admissions, Residence Life Area Coordinator) and are only considered, with the exception of the examination period:

- i) after all appropriate efforts have been exhausted (i.e., roommate mediation),
- ii) in priority of necessity and/or circumstance,
- iii) based on availability of specific room types.

- c) Documentation will be required for a room change request based on a Residence Accommodation need(s).
- d) If a room change is requested and approved, the student will be subject to an administrative fee of \$75 per room change to cover costs associated with the room change process. Additionally, the student is held financially responsible for the pro-rated difference in cost of room types (if applicable) based on the date the new room is available. The administrative fee and pro-rated difference in cost of the room type will be charged or credited to the student's account.
- e) Room changes, as a result of conduct issues will be subject to the terms set out in the Code of Student Rights and Responsibilities and subject to the administrative fee and pro-rated difference in cost of room types (if applicable). The administrative fee and pro-rated difference in cost of room type will be charged or credited to the student's account.
- f) In circumstances where Housing and Conference Services staff deem a room change necessary for the safety, security and/or the well-being of the student and/or community, the administrative fee will be waived at the discretion of Housing and Conference Services.

### **Meal Plan**

9. The Department of Hospitality Services requires all students living in residence to purchase a meal plan. Students will select a meal plan choice and agree to the McMaster University Residence Meal Plan Policy (<https://hospitality.mcmaster.ca/>) as part of the online residence application process. It is the student's responsibility to inquire with Hospitality Services about any meal plan related matters and to notify the Hospitality Services Mac Express Office of any change to their residence status (i.e., withdrawal) that may affect their meal plan. For more information contact the Mac Express Office at [express@mcmaster.ca](mailto:express@mcmaster.ca), or (905) 525-9140 ext.27448, or visit Hospitality Services website (<http://hospitality.mcmaster.ca/meal-plans/>).

### **Authorized Access**

10. 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 (e.g. December break), or when a student/roommate withdraws from residence; when there is reasonable cause to believe that university regulations are, and/or the law is being violated. Authorized staff is supplied with identification badges that are visible at all times.

### **Special COVID-19 Provisions**

**These provisions are in place as of April 01, 2022.** If pandemic circumstances, public health advice and/or government requirements change, McMaster will update residence students.

11. The student acknowledges that in March 2020 the World Health Organization declared a global pandemic regarding the virus that causes COVID-19. The student further acknowledges that the Government of Canada, the Province of Ontario, local governments and local public health units are responding to the pandemic declaration by enacting a variety of statutory amendments, regulations, orders, by-laws and public health orders and recommendations. The student hereby affirms their understanding that the University is legally obligated to operate its residences in accordance with all applicable laws, including the Occupational Health & Safety Act and the regulations made under it, and in compliance with the advice, recommendations, orders and instructions of public health officials. The student hereby undertakes and agrees to abide by the University's requirements and directions, including without limitation those regulations included herein as Appendix B, as well as advice of public health officials, in relation to the pandemic.

12. The student will report to Housing & Conference Services immediately if they develop symptoms or suspect they may have contracted COVID-19, are planning to be tested for COVID-19, have been advised

by a medical professional or a public health official to self-isolate or to be tested for COVID-19. The student understands that this information may be shared with university staff on a need-to-know basis for health and safety and/or public health reasons. The student may be moved into a residence unit intended for self-isolation. In such cases, the student must self-isolate for 14 days in the designated residence unit and will receive direction from McMaster residence staff while maintaining physical distancing practices. The student shall comply with all testing and self-isolation requirements as directed by the University/Public Health and the student understands and agrees that failure to do so may result in the student's removal from McMaster residence. The student may also be subject to additional processes under the Student Rights and Responsibilities.

### **Assumption of Risk & Waiver**

13. The student understands that the COVID-19 is a highly contagious, dangerous, and potentially lethal disease. As such, the student confirms that they are fully aware that living in McMaster's residences and receiving the services of McMaster's residences carries inherent risks related to COVID-19 and its transmission, which cannot be eliminated notwithstanding the care and precautions taken by the University to mitigate against such risks. The student understands that the extent of such risks is not fully known and that they include but are not limited to:

- coming into close contact with individuals that may carry and transmit COVID-19 to the student.
  - coming into contact with objects that may carry and transmit COVID-19 to the student.
  - transmitting COVID-19 to other individuals.
- its treatment.

14. The student confirms that, by choosing to live in McMaster's residences and receive the services of McMaster's residences, they have voluntarily undertaken to assume all risk of personal injury, sickness, death, expenses, or other losses that the student may suffer as a result, directly or indirectly, of COVID-19, the exact nature and extent of which are not currently ascertainable or knowable given the uncertain nature of COVID-19. Therefore, the student, in consideration of being permitted to live in McMaster's residences and receive the services of McMaster's residences, hereby forever waives, releases, discharges and undertakes not to make any claim whatsoever (action, cause of action, demand, suit, or other form of claim) against, McMaster University or its successors and assigns, and any of its or their past, current or future officers, directors, trustees, employees, agents, volunteers, contractors, in respect of any and all damages, losses, personal injury, sickness or death that the student may incur directly or indirectly, now or in the future, that are in any way related to COVID-19 and the student's living in or receiving the services of McMaster's residences. The student acknowledges that this waiver, release, discharge, and undertaking shall be binding on their heirs, executors, administrators, representatives, successors and permitted assigns. **The student understands and acknowledges that this paragraph means they are giving up legal rights and/or remedies that may otherwise be available to them.**

15. The student acknowledges that the University may, from time to time, impose additional rules, procedures and protocols as it deems necessary or as it may be required to do by public authorities to mitigate against the risk of the spread of COVID-19 and/or transmission of COVID-19 in McMaster's residences. The student warrants that they will comply with all such rules, procedures, and protocols. The student understands and agrees that failure to do so may result in the student being required to vacate McMaster residence.

### **Emergency Contact**

16. 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. 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."

### **Termination of Contract/Relocation and Filling Vacancies**

17. Housing and Conference Services reserves the right, in its sole discretion, to terminate residence agreements, reassign students to another residence building and/or room on a temporary or permanent basis, and to effect other steps as may be required for the safety, security and/or the well-being of the residents and the residence community. In particular, Housing and Conference Services may terminate any residence agreement or require that students vacate their residence

for any length of time if it determines, in its sole discretion, that it is prudent to do so for health and safety or public health reasons or to maintain the safety, security and wellbeing of the University community, or if it determines that it is required to do so by law or government directive, including a directive or order from Ontario Public Health or local public health unit.

18. 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 if a vacancy occurs, and/or in the event that residence occupancy increases resulting in Housing & Conference Services assigning a new student(s) in their room, apartment or suite. Students remaining in the room are expected to remain in the space allocated to them and leave the vacated space readily available for incoming new roommate(s). Similarly, if vacancies remain unfilled, Housing and Conference Services may need to consolidate rooms. Housing and Conference Services may affect 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.

### **Application Cancellation Deadlines and Refunds**

19. Any student who submits a complete and accurate residence application, 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 cancel their application, before their scheduled move-in date, they must notify the Residence Admissions Office by completing the “Cancellation Step” on the online residence application, otherwise the withdrawal policy will apply as outlined in section 16. The student will forfeit all or part of the residence deposit depending on the date the “Cancellation Step” is completed on the online residence application. A forfeited residence deposit may not be applied to other outstanding university accounts or transferred to the residence account of another student.

Questions may be directed to Residence Admissions at (905) 525-9140, ext. 24342.

<b>Date of Cancellation Received</b>	<b>Deposit Refund</b>
For September Admits: If cancellation received on or before July 4, 2022	Applicant receives a 50% refund
For September Admits: If cancellation received after July 4, 2022	Applicant receives NO REFUND
For January Admits: If cancellation received on or before November 30, 2022	Applicant receives a 50% refund
For January Admits: If cancellation received after November 30, 2022	Applicant receives NO REFUND

### **Withdrawing from Residence**

20. Students living in residence who plan to withdraw from residence for any reason whatsoever during the academic year must complete the Residence Withdrawal step on the online residence portal, return their residence keys/access card to a designated location communicated by Housing & Conference Services. Failure to do so will result in the student being charged as outlined in section 25. The date of withdrawal will be the date the Residence Withdrawal process is completed, and the residence keys/access card is returned, whichever is later.

The student is financially responsible for their 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 refund waiting list. This is not dependent upon filling the vacated room, rather it is based on filling the vacancy in the residence system created by the withdrawal. 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 withdraws from residence due to exceptional circumstances beyond their control may submit a written appeal with supporting documentation to Housing and Conference Services via email to [resadmissions@mcmaster.ca](mailto:resadmissions@mcmaster.ca). The deadline to submit an appeal for consideration is within fifteen days as of the date the Residence Withdrawal completed on the online residence portal. If the appeal is successful, the student will receive a pro-rated refund of their residence fees as of the date of withdrawal. The date of withdrawal is the date the Residence Withdrawal step is completed on the online residence portal, and the residence key/access card is returned, whichever is later. This student remains responsible for the administrative fee.

If the residence agreement is terminated early by Housing & Conference Services for reasons in accordance with section 20 above, a refund of residence fees shall be calculated from the time of the student's check out to the last day of classes as defined in the University's academic calendar on a pro-rata basis (the "Refund Amount"). Housing & Conference Services shall deduct a 20% charge from the Refund Amount to account for overhead and administration charges. The student hereby acknowledges and agrees that the University's decisions to close the residence, terminate the residence agreement, calculate the Refund Amount and levy the 20% charge to the Refund Amount shall not be appealable under any University policy or process.

### **Late Documents**

21. Housing and Conference Services requires students to submit documentation related to the application and allocation process and matters related to living in residence by specific deadlines outlined by Housing and Conference Services. Deadlines are in place to ensure adequate time for review, assessment, and execution of business processes. These documents include but are not limited to requests for: Residence Accommodation need(s), early/late arrival, move-out extension, co-op/exchange documentation, appeals for academic standing (below 5.0) and pro-rated residence fees. All documents submitted after the specified deadline will be subject to a \$50 late documents fee.

### **RESIDENCE STUDENT RESPONSIBILITIES**

22. Each residence fee includes Internet access (RezNet-Wifi). Each student is responsible for the use of the Internet 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 harmful or disruptive under the Code of Student Rights and Responsibilities. Abuse of the RezNet-Wifi system may result in termination of the data service and may result in judicial or criminal charges being laid against the student. Refer to the RezNet-Wifi Usage policy (<http://www.mcmaster.ca/uts/students/maonline/index.html>) and the McMaster Code of Conduct for Computer and Network Users (<http://mcmaster.ca/uts/policy/index.html>).

23. Students are not permitted to engage in any commercial activity in residence rooms or common areas or participate in and/or running an illegal gaming or gambling operation as outlined in the Code of Student Rights and Responsibilities.

### **Insurance**

24. 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 (e.g. loss of utilities). The student shall carry appropriate and adequate liability insurance coverage for fire, injury, or damaged caused by the student, property damage and personal/public liability over the duration of their residence agreement and any renewals or extensions thereof, at their own expense, and such policies shall be written on a comprehensive basis. Students must also take positive steps to ensure their safety by locking room doors and ensuring that only authorized persons enter their building.

### **Pets**

25. Residents are prohibited from having pets or animals of any kind in residence buildings. Special permission for approved service animals will be granted by Housing and Conference Services staff as defined by McMaster University policy (<https://hr.mcmaster.ca/app/uploads/2019/01/RMM-409-Domestic-Animals-in-the-Workplace-Program-February-2016.pdf>).



## **Fridges**

26. Residence students are not permitted to bring personal refrigerators into the residence buildings. Students interested in having a refrigerator in their room can make arrangements with the University's contractor for rental of a small or large bar refrigerator.

## **Damages/Charges**

27. All rooms or apartments/suites are inspected prior to the students' arrival for damage and the completed room inspection information is kept electronically on file. Students must report missing items or items in need of repair immediately through the online work order, accessed through the Residence Portal (<https://residence.mcmaster.ca/>): corrective action will then be initiated. Students are financially responsible for any damage or losses to their room and/or its contents. Students will be charged 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.

28. Students are responsible for cleaning and maintaining an orderly state in their own room/apartment/suite during the academic year and for ensuring their room/apartment/suite is clean, free of all refuse, and kept in a hygienic and safe state. Rooms will be inspected and at the determination of Housing and Conference Services students will be invoiced for all cleaning and/or repairs required during or at the end of their contract.

29. Students are required to remove all of their belongings; property left in or around 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.

30. Students are required to vacate their residence room and return all residence keys/access cards no later than 3:00 p.m. on the day following their final exam in April, or by 3:00 p.m. on closing day April 30, 2023, 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.

## **Communal Living Responsibilities**

### **PREAMBLE**

Students living in residence are part of a unique and interconnected community on campus. As such, the following is intended to articulate the contextual expectations of residents (and their guests), which align with the Guiding Principles and the Code of Student Rights and Responsibilities. Housing and Conference Services reserves the right to take any/all necessary and appropriate action to protect the safety and welfare of the residence community.

1. Every student living in residence is responsible for observing the terms and conditions of the on-line Residence Handbook (<https://housing.mcmaster.ca/current-residents/residence-policies/>) and the Code of Student Rights and Responsibilities (CSRR) (<https://sscm.mcmaster.ca/the-code/>), which outline community standards and behavioural expectations for residents, and the types of outcomes levied when these expectations are breached. No residence student is exempt from the terms and conditions of the CSRR for any reason.
2. Guests of residents are responsible for observing the terms and conditions of the on-line Residence Handbook and the CSRR. 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 they will not directly or indirectly cause or fail to take reasonable steps which may prevent a breach of the CSRR. These include, but are not limited to damage, vandalism, theft, possession of university or personal property that is not one's own, commission of a criminal offence or willful destruction to property within the residence, to the residence structure and/or to the grounds surrounding residence, removing and/or misusing any University property. Prohibited items include but are not limited to possession or use of any weapon, explosive, pyrotechnic, substance, or firearm, including toy replicas. Refer to Appendix: Prohibited Items and Alcohol Regulations.
4. Every student is expected to act in a responsible manner so as not to compromise their 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 Code of Student Rights and Responsibilities on-line at <https://sscm.mcmaster.ca/the-code/>.

**The submission of an online Residence Application indicates 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, on-line Residence Handbook and the Code of Student Rights and Responsibilities are effective and binding legal obligations that are enforceable.**



**Housing and Conference Services  
RESIDENCE AGREEMENT/CONTRACT  
2022- 2023**

**APPENDIX A: PROHIBITED ITEMS, ALCOHOL REGULATIONS AND CANNABIS REGULATIONS**

Residence students, and their guests, are expected to be aware of the additional expectations regarding Residence community standards, policy, personal and community safety, and substance use standards, as defined in the Code of Student Rights and Responsibilities. This Appendix provides further clarification of these additional expectations. Violations of these expectations may result in disciplinary action under the Code of Student Rights and Responsibilities.

All Residence students, and their guests, are expected to comply with the terms set out in this Appendix, as listed below. These terms apply to all spaces in Residence, including private and common room, unless otherwise specified.

**Prohibited Items**

Prohibited items in Residence include, but are not limited to:

- Weapons (including toy replicas)
- Explosives and Pyrotechnic substances (e.g., fireworks)
- Firearms (including toy replicas)
- Pets (with the exception of approved service animals)
- Appliances and/or any type of heating elements within individual residence rooms (e.g., coffee makers,

- hotplates, toaster ovens, kettles, etc.)
- Halogen Lamps (or those requiring combustible fuel)
- Lit candles or incense

## **Residence Alcohol Regulations**

The Alcohol Regulations define the restrictions regarding alcohol use in Residence. The regulations include, but are not limited to:

- Any activity (e.g., drinking games) that requires alcohol consumption in order to participate, or has intoxication as its main goal or its inevitable end is not allowed.
- Possession or consumption of beer in glass bottles is prohibited (beer is allowed in cans only).
- Possession of large amounts of alcohol (e.g., one 26oz bottle or 24 cans of beer per resident, or kegs) is prohibited.
- When carrying or transporting any container of alcohol outside of a residence room/floor common lounge, the container must be closed/capped.
- Consumption of alcohol by individuals under 19 years of age is prohibited.
- Sale and/or service of alcohol to individuals under 19 years of age is prohibited.
- Excessive consumption of alcohol at any age is prohibited.
- Students living in traditional residences and their guests who are 19 years of age and older are permitted to have and to consume alcoholic beverages in common rooms under the following conditions:
  - Only one drink/container per person is permitted. A container must be made of plastic or other non- breakable material.
  - Containers must not hold more than sixteen (16) ounces of liquid.
- Residents in Bates and Mary E. Keyes and their guests who are 19 years of age and older are only permitted to possess and to consume alcoholic beverages in apartments or suite units.
  - They may not consume alcoholic beverages in the floor common rooms, lounges, study rooms and/or games rooms as these are deemed to be public spaces in Bates and Mary E. Keyes residences.
- No resident or their guests are allowed to consume or have open alcohol in hallways, stairwells, elevators, bathrooms, study rooms, games rooms, laundry rooms and/or building common rooms (e.g., EMR, Ravine Room etc.).
- No resident or their guests are allowed to congregate in the halls with open and/or closed alcohol
- Unsafe practices related to alcohol\* whereby problems of misuse and over-consumption occur are not allowed.

\*Housing and Conference services reserves the right to define unsafe practices.

## **Residence                      Cannabis Regulations**

The Cannabis Regulations define the restrictions regarding cannabis use in Residence. These regulations are in effect as of October 17, 2018, or as the *Cannabis Act*, Bill C-45 came into force; whichever date is earlier. The regulations include, but are not limited to:

- In accordance with provincial legislation, individuals must be at least 19 years of age to possess and consume cannabis and may possess a limit of 30 grams (about one ounce) of dried cannabis, or its equivalent in other forms.
- Cannabis and equipment must be stored in a container with clear labels and kept in your individual space.
- Home cultivation and growing of cannabis is not permitted in residence.
- Possession and consumption of cannabis by individuals under 19 years of age is prohibited.
- Sale and/or service of cannabis to individuals under 19 years of age is prohibited.
- Students are not permitted to have purchases from the Ontario Cannabis Store (OCS) and other suppliers shipped to their residence mailing address. These will be returned to sender.
- Individuals are not permitted to smoke cannabis in any University owned or leased building or on university property, as per McMaster University's Tobacco & Smoke Free University Policy. The use of the term "consume" in the Residence Cannabis Regulations does not include the smoking of recreational cannabis
- It is permitted to consume pre-made edible cannabis products, but it is not permitted to cook, bake or otherwise create cannabis products for consumption in residence.
- No resident or their guests are allowed to congregate in the halls with cannabis.
- When carrying or transporting any cannabis outside of a residence room/floor common lounge, it must be in a closed container.
- No resident or their guests are allowed to possess or consume cannabis in hallways, stairwells, elevators, bathrooms, study rooms, games rooms, laundry rooms and/or building common rooms (e.g., EMR, Ravine Room etc.).
- Students living in traditional residences and their guests who are 19 years of age and older are permitted to possess or consume cannabis in floor common rooms.
- Residents in Bates and Mary E. Keyes and their guests who are 19 years of age and older are only permitted to possess or consume cannabis in apartments or suite units.
  - they may not possess or consume cannabis in the floor common rooms, lounges, study rooms and/or games rooms as these are deemed to be public spaces in Bates and Mary E. Keyes residences.
- Excessive consumption of cannabis at any age is prohibited.
- Any activity (e.g., games) that requires cannabis consumption in order to participate or has impairment as its main goal or its inevitable end is not allowed.
- Unsafe practices\*\* related to cannabis whereby problems of misuse and over-consumption occur are not allowed.

The expectations listed above apply to both medical and recreational cannabis. Where someone under the age of 19 requires the use of medical cannabis they are required to submit a Residence Accommodation Request.

\*\*Housing and Conference services reserves the right to define unsafe practices.

## **APPENDIX B: COVID-19 REGULATIONS**

**These regulations are in place as of April 01, 2022.** If pandemic circumstances, public health advice and/or government requirements change, McMaster will update residence students.

COVID-19 is a serious public health threat, as such, residents are required to act in a manner that demonstrates respect and consideration for all community members. Residence students are expected to be aware and accept the additional regulations which are in place to support community safety and infectious disease control.

This appendix provides further clarification of these additional expectations beyond those outlined in the Code of Student Rights and Responsibilities. Violations of these expectations may result in disciplinary action under the Code of Student Rights and Responsibilities.

All Residence students, are expected to comply with the terms set out in this Appendix, as listed below. These terms apply

to all spaces in Residence, including private and common room, unless otherwise specified.

The following expectations are in place to maintain the health and safety of the residence community:

1. Residents will complete the COVID-19 Awareness Training (located in Mosaic) before attending McMaster locations in person the first time.
2. Residents will complete the COVID-19 Awareness Quiz (located in Avenue to Learn) before selecting a move-in date and timeslot.
3. Residents will complete the [Ontario COVID-19 self-assessment tool](#) everyday no more than one hour before leaving their room and follow the recommendations.

4. Residents will report via the MOSAIC COVID-19 self-reporting tool when they are having symptoms or have tested positive for COVID-19, or your self-assessment results recommend testing, or self-isolation
5. Residents understand there are no guests permitted in residence. A guest (including family) is defined as:
  - a. A non-resident of McMaster University Housing
  - b. A resident of any other McMaster University residence to which they have not been assigned to live
  - c. A resident from another room within any assigned building
6. Residents are always required to wear a non-medical mask or face covering in indoor public spaces, including but not limited to: Hallways, lobbies, elevators, common rooms, laundry room, etc. If alone in your own private bedroom/suite or apartment/washroom you are NOT required to wear a mask or face covering.
7. Residents arriving from outside Canada will be required to complete a 14-day quarantine period.
8. All residents are required to follow guidelines and directions set out by public health officials, including but not limited to physical distancing (maintaining 2 metres of space), proper hand hygiene and respiratory etiquette.
9. All residents will abide by the reduced capacity signage for all public spaces and if necessary, wait until a space in a study room, communal kitchen, elevator or other shared space becomes available.
10. Residents will not host any gatherings in their personal rooms.
11. Residents will remove themselves from common spaces when/if physical distancing cannot be accomplished
12. Residents understand McMaster staff may undertake increased inspections of student space to ensure students are following cleaning recommendations and living in sanitary conditions
13. Residents are required to follow requests/instructions for McMaster University staff as posted in the residence or shared verbally or digitally with respect to everyone's health & safety
14. Residents will not access restricted/closed amenity spaces including games rooms, lounges, etc.

These expectations may change at any time in response to changes to Housing Regulations and/or guidelines/directions from Public Health to respond to challenges/risks or advance best practices to keep our community safe.

**This document is subject to change due to the ongoing COVID-19 pandemic situation – document last updated May 30, 2022.**