WELCOME

Student Residence is your home away from home and is a great place to make a lot of friends. For those first timers away from home, Student Residence is also a great place to try your hand at practical skills, like cooking Kraft Dinner, washing your own clothes, and cleaning floors and toilets!

Chances are you will be living with three people you haven’t met before. There is usually a period of adjustment and this usually requires a lot of understanding and tolerance. Remember, this is a new experience for your roommates too! Be honest, courteous, and respectful of your roommates, and if you have some problems, just talk to them. If issues arise and you cannot resolve them, please inform the Student Residence Office.

If you ever have any questions, problems, or suggestions, don’t hesitate to contact one of our friendly Residence Assistants, Student Residence office staff, or the College Counsellors.

Welcome to a dynamic and exciting year at Medicine Hat College. We hope you enjoy your stay with us!

INDEX

The Resident Assistant 03
Student Residence 04
Floor Plans 06
Moving In 07
Living In Residence 07
Residence Rules 09
Discipline Procedure 13
Violations 15
Evictions 16
Moving Out 17
Schedule “A” Legal Document 18

IMPORTANT PHONE NUMBERS

Student Residence Office: 403-529-3820
College Switchboard: 403-529-3811
Residence Assistant
  Couleeview: 403-952-1498
  Golfview: 403-952-1499
Security: 403-529-3911
College Counsellors: 403-529-3819
Emergencies: 911
WHAT IS A RESIDENCE ASSISTANT?
Residence Assistants (RAs) are students that help you with any residence or interpersonal problems you may have. They wear many hats including organizer, security, advisor, social convener, referee, confidante and friend. They will always try to deal with you in an honest, courteous and respectful manner and expect the same treatment in turn.

WHY DO YOU NEED THEM?
A Residence Assistant position exists for the benefit of the student. As they work for the College, Residence Assistants must report violations of the rules/regulations, or any other behaviour believed to be detrimental to the community of Medicine Hat College and/or its residents. Please support their efforts in helping with roommate conflicts, or organizing activities for the Residence.

WHAT ARE THE DUTIES OF A RESIDENCE ASSISTANT?
• RAs are responsible for specific units.
• They mediate roommate disputes.
• They meet regularly with their units.
• They pass on information and receive feedback from the students so that any problems can be addressed.
• They organize and promote social, educational, recreational and cultural activities for the Residence.
• They follow the Student Residence and College rules, setting a positive example.
• They participate in all required training programs and attend weekly RA meetings.
• They inform all students of rules and policies, enforce rules, and follow up on violations according to residence rules.

HOW DO YOU CONTACT THEM?
There is always a RA on duty in the evenings and on weekends. You will be given a schedule of who is on duty, and a white board will be posted in the window of the Student Residence Office as well as in the window of the RA on duty. RAs can be reached by calling:
Golfview Residence: 403-952-1499
Couleeview Residence: 403-952-1498
Sr. RA(s) 403-878-3616

WHO CAN APPLY TO BE A RESIDENCE ASSISTANT?
You must:
• Have demonstrated leadership qualities.
• Be able to exercise fair judgment and self-control in all situations.
• Have a great attitude with strong communication skills.
• Have lived in residence for at least one academic year.

HOW DO YOU BECOME A RESIDENCE ASSISTANT?
Submit your resume to the Student Residence Office.
STUDENT RESIDENCE

STUDENT RESIDENCE OFFICE HOURS
Monday to Friday:          8:30 a.m. - 4:30 p.m.
Weekends & Holidays:     Closed

Contact the RA on duty after office hours. Phone numbers are posted in the Student Residence Office.

APPLYING TO STUDENT RESIDENCE
You may apply for Student Residence at any time, even before you are accepted to Medicine Hat College. MHC has the right to deny any application. Application forms are available from the Student Residence Office, the main registration desk, and on our website at www.mhc.ab.ca/services/residence. A deposit of $300 must accompany your application.

ACCEPTANCES
Medicine Hat College Student Residence is for single students.

During the Fall/Winter semesters, registered full-time students (as per the Medicine Hat College academic calendar’s definition) from outside the immediate Medicine Hat area are given preference. A certain number of units are available for apprenticeship students and students with physical disabilities. Some beds may be reserved for specific College divisions until June 30. Space permitting, consideration is given to students intending to stay shorter periods of time (i.e. one semester).

Notwithstanding the preceding conditions, acceptances are handled on a first-come, first-served basis, based on the date applications are received. Space permitting, participants in Medicine Hat College International Education projects may also stay in the Student Residence. The Student Residence Office reserves the right to adjust these policies as deemed necessary.

During the Spring/Summer semesters, registered full-time students (as per the Medicine Hat College academic calendar’s definition) from outside the immediate Medicine Hat area are given preference. A certain number of units are available for apprenticeship students. The following are examples of others permitted to stay in Student Residence during this period of time:

- Medicine Hat College students who want to remain in the Medicine Hat area for summer work.
- Post-secondary education students involved in field placements, practica and co-op programs.
- Students associated with DRDC Suffield conference participants.
- Visiting faculty and new MHC employees.
- Contractors working for the College (i.e. computer programmers on project work).
- International Education participants.
- Sports camps participants.
- Conservatory summer programs participants.

ROOM ASSIGNMENTS
Assignment is subject to gender identity, as well as a mix of other factors (i.e. quiet units, non-drinking units, et cetera). Generally, each unit will represent students from a mix of academic programs, athletic teams and geographic regions. For a wide variety of reasons, unit and room assignments may be changed at the discretion of the Student Residence staff.

ROOM CHANGES
Should you request a change in your unit assignment during the academic year, you will be accommodated if possible, and an administration fee of $50 will be charged to your account. If you are re-assigned to another unit or room at our request, the $50 fee will not apply.
APPLICATION/SECURITY
DEPOSIT REFUND

FALL SEMESTER
You will receive a full refund if you are:
• An accepted student withdrawing your application on/before July 1.
• Not accepted into Student Residence.
• Not accepted into a College program.

You will receive a partial refund if you are:
• An accepted student withdrawing your application after July 1 but before August 1. You will receive a full refund minus a service fee of $50.

You will receive no refund if you are:
• An accepted student withdrawing your application after August 1.

WINTER SEMESTER
You will receive a full refund if you are:
• A continuing student from the fall semester withdrawing before December 1. You will receive a full refund of your deposit less outstanding rent or damage charges.
• An accepted new student withdrawing your application on/before December 15.
• Not accepted into Student Residence.
• Not accepted into a College program.

You will receive a partial refund if you are:
• An accepted new student withdrawing your application after December 1 but before December 15. You will receive a full refund minus a service fee of $50.

You will receive no refund if you are:
• An accepted new student withdrawing your application after December 15.
• A continuing student from the fall semester withdrawing after December 1.

RENT REFUND
Should you terminate your semester Rental Agreement, you forfeit all rental fees. You will receive a full refund of your deposit less outstanding rent or damage charges.
If you withdraw or are dismissed from a college academic program, you forfeit all rental fees. You will receive a full refund of your deposit less outstanding rent or damage charges.
Should you be evicted from residence, you forfeit all rental fees. You will receive a full refund of your deposit less outstanding rent or damage charges.

RENTAL AGREEMENT AND THE PAYMENT OF RENTAL FEES

FALL/WINTER SEMESTER
If you are entering Student Residence in the fall semester, you must sign a Rental Agreement for the fall and winter semester. When you sign your Rental Agreement, you are saying that you will abide by the rules and guidelines in this handbook. You may cancel the winter portion of the Rental Agreement by December 1 with no penalty. You have until August 1 to pay your rent in full for the fall semester. If you continue to stay in Student Residence for the winter semester, you have until December 1 to pay your rent in full for the winter semester. Should you fail to pay your fees on time, you are subject to eviction.

If you are entering Student Residence in the winter semester, you must sign a Rental Agreement for the winter semester. You have until the first Friday of the winter semester to pay your rent in full for the semester. Should you fail to pay your fees on time, you are subject to eviction.

You may terminate your Rental Agreement in the fall and winter semesters, but you will be given no refund for your semester fees.
APPLICATION/SECURITY DEPOSIT REFUND:

SPRING/SUMMER SEMESTER AND APPRENTICE APPLICATIONS
You will receive a full refund if you are:
• An accepted residence applicant withdrawing your application two weeks prior to your move-in date.

You will receive a partial refund if you are:
• An accepted residence applicant withdrawing your application before your move-in date, but less than two weeks prior. You will receive a refund of half of your application/security deposit.

You will receive no refund if you are:
• An accepted residence applicant, who is a no show move-in day, and have not provided prior notification of withdrawal.

RENTAL AGREEMENT AND THE PAYMENT OF RENTAL FEES:

SPRING/SUMMER SEMESTER
If you are accepted to stay in Student Residence during the spring or summer semesters, you must sign a minimum one-month Rental Agreement. As a returning student, you must pay your rent in full one week prior to the first day of the Rental Agreement. As a new student, you must pay your rent in full by move-in day.

You may terminate your rental agreement by giving 30 days notice. A refund will be issued for the remaining rent. Failure to give 30 days notice will result in the loss of one month’s rent (i.e. if you sign a one-month rental agreement and decide to leave before that month is up, you will forfeit the remainder of your rent). Day rates are available. Please contact the Student Residence Office for details.

FINANCIAL AID
If you have questions about student loans, awards and bursaries available at MHC, stop in at the Student Aid Office or phone 403-529-3996.
MOVING IN

CHECK-IN
You will be advised as to the specific dates to check into Student Residence.

CHECK-IN INSPECTION
Upon checking in, you must complete a unit/bedroom inspection sheet. In order to ensure that you will not be charged for damage done by a previous resident, it is crucial that you thoroughly complete your move-in inspection sheet and hand it in to the Student Residence Office within two days after check-in. Failure to submit a move-in inspection may result in additional charges at move-out time.

LIVING IN RESIDENCE

CLEANING AND INSPECTIONS
To assist you in maintaining your unit, the Student Residence staff will inspect all units at least three times per semester and prizes will be given for the cleanest units. Notices of inspection will be distributed a minimum of 24 hours prior to the date of the inspection. During these regular inspections, only the common areas of the units are inspected (e.g. bedrooms excluded). Each unit will be assigned a Unit Cleaning Responsibilities form, which outlines what each person is responsible for cleaning. This also assists the residence staff in assigning any cleaning costs at the time of checkout. The charge for cleaning will be subject to contractor rates. A $5 administration fee will also be charged to your account.

COUNSELLING
Free, confidential personal counselling is available if you are struggling with life issues (depression, anxiety, stress, relationships, addictions) that may affect your academic success. If this is you, call 403-529-3819 to book an appointment.

ACADEMIC SUPPORTS
You are highly encouraged to utilize the college’s numerous free personalized supports designed to help you achieve your academic goals. Find support for academic advising, coaching, writing, career counselling, tutoring, exam accommodation, and Indigenous resources by calling 403-529-3819.

DOCTOR
There is a walk-in clinic located in the main campus building. Clinic hours vary, check the schedule at F107.

ILLNESS
Keep an eye on your roommates in the case of an unattended illness. Report any concerns to the RA on duty, or the Residence Office. If you have not seen your roommate for several days, please report to the Residence Office. If you suspect a fellow resident is depressed or suicidal, report it immediately to an RA, the Student Residence Office, via the Student at Risk form (mhc.ab.ca/SARS), to a college counsellor, or 9-1-1.

PERSONAL PROBLEMS OR ROOMMATE PROBLEMS
You are encouraged to attempt to resolve any personal or roommate problems on your own or as a group. If this is not possible, contact an RA, or the Student Residence Office for assistance. Every effort will be made to resolve or mediate the problem. You may also contact a college counsellor for assistance. Remember, the best way to resolve things is to talk about them!

EMERGENCIES/FIRE PROCEDURES
The Residence Assistants are trained to handle emergency situations in residence. In case of an emergency, immediately contact the Residence Office or college security. After 4:30 p.m. and on weekends, please contact your on-duty RA or college security.
For extreme emergencies requiring immediate medical, police, or fire assistance call 911. For all emergencies, the RA on duty should be contacted as soon as possible so they can direct any arriving emergency personnel.

It is important that your smoke alarm be operating at all times. Please do not remove the battery. A fire extinguisher is located in your kitchen, as well as upstairs for Golfview residents. If you are not sure how to use the fire extinguisher, come to the Student Residence Office for instructions. If an actual fire occurs requiring a fire extinguisher to be discharged, immediately inform the RA on duty. Tampering with safety equipment could lead to injury of residents and violations are dealt with seriously.

SAFETY
Take responsibility for your own personal safety.

For example:
• Lock your doors and keep your keys with you at all times.
• Don't leave your keys in the mailbox or give them to others to use. This is a violation of residence rules.
• At night, walk to and from the college with a buddy.
• Don't let strangers into your units.
• Limit your consumption of alcohol.
• Make sure bedroom windows are closed and locked when you are away for extended periods of time.
• Don't display alcohol containers in your windows.
• Limit gatherings in your unit to 15 people or less.
• Call the RA for help if parties get out of control (i.e. fights).
• Don't place flammable items near furnace.
• Store propane cylinders and gas cans outside.
• Report all strangers to the Student Residence Office, an RA or the police.

• Call an RA or the Police (911) if you need help of any kind.
• Don't wait. Report all incidents or infractions to an RA or the Student Residence Office

INSURANCE
You are advised to obtain a basic tenant's insurance package to cover your personal possessions (i.e. lost, stolen or damaged articles) and third party liability. The College is not responsible for the loss of personal possessions.

MAIL
Canada Post delivers personal mail to your assigned module and compartment. Keys will be available at the Residence Office. Undeliverable mail should be returned to the Student Residence Office.

PARKING
A limited number of paid parking stalls are available on a first-come, first-paid basis (i.e. one stall per person). Parking is a non-refundable fee. Cars without the approved parking permits will be subject to municipal parking tickets and may be towed at the owners’ expense and liability. A parking ticket will be issued for any vehicle parked in no parking areas. Student Residence parking tags do not allow you to park in other assigned stalls in residence or other College lots. Please contact the Student Residence Office for details. Guest parking is available in Golfview, and in the Couleeview parking lot. Subletting your parking stall is not allowed.

GARBAGE & RECYCLING
The large dumpsters located in the parking lots of Golfview and Couleeview are allocated for your garbage. You are responsible for keeping the outside of your unit free of garbage, bottles, cigarette butts et cetera. Recycling bins for paper, cardboard, food scraps, and plastic are located in Golfview and Couleeview.
RESIDENCE RULES

ACCESS TO UNITS AND ROOMS
The Student Residence staff reserves the right to enter all units and bedrooms at any time for such reasons as, but not limited to:

• Violation of Student Residence rules
• Suspected illegal activities
• Safety related issues
• Urgent cleaning
• Emergencies
• Checking of thermostats during holiday periods
• Showing of units for rental to other parties
• Allowing access to outside agencies, such as telephone or cable companies

You can NOT approve entry into your roommates’ bedrooms

Law enforcement agencies will be allowed entry only if documentation is provided to Medicine Hat College staff, or where there are reasonable grounds to suspect that a crime is being committed on the premises.

Maintenance of the facility and equipment
If you have filled out a maintenance work order or emailed the Residence Office to advise of a repair, we will use this as authorization for maintenance to enter your unit.

In the event that maintenance has to enter your unit to do annual inspections or equipment replacement, you will receive at least 24 hours notice explaining what type of work and the area of the unit that they will have to access. Maintenance reserves the right to enter units and bedrooms at any time without notice for emergency situation such as, but not limited to, fire, water damage, etc.

ALCOHOL / BINGE DRINKING
You must be 18 years of age to have alcohol in your residence unit. Consumption of alcohol is allowed in the units only and responsible use is expected. Items, products or games that promote or are conducive to excessive drinking, such as kegs, beer bongs, and funnels are not allowed in residence and maybe confiscated. Displays in windows or other prominent places promoting alcohol, including bottles and cans is prohibited.

DAMAGES
You are held financially responsible for all damages or losses to your room and furnishings. All members of a unit are held financially responsible for damages or losses to all common areas including outside lights, doors, doorbells, windows, screens, and woodwork. Residents of a unit will be charged $100 in the event a fire extinguisher is discharged for any reason other than an emergency. Damages or losses caused by your guests are your responsibility. All damage must be reported immediately to staff.

You may not attempt to make your own repairs. Repair costs will be charged equally among all residents in a unit unless individual residents accept the responsibility. Should
the person(s) responsible for damages fail to accept responsibility, the Student Residence Office may conduct an inquiry to determine responsibility.

The $300 deposit must be maintained throughout the duration of the agreement period. If you are not returning to Student Residence, any damages and/or cleaning costs noted in the final checkout inspection by Student Residence staff will be deducted from your deposit. In the event that damages exceed the deposit, you will be billed for the balance. If the balance is not paid, the matter will be referred to a collection agency and you will retain an unpaid account at the College. Excessive damages may result in eviction for those responsible.

FIREARMS, OFFENSIVE WEAPONS, EXPLOSIVES AND COMBUSTIBLES
The storage or use of air soft guns, paint ball guns, bows, arrows, firearms, offensive weapons, ammunition and combustibles, or explosives of any type are not allowed in Student Residence units or on College property. You may be subject to eviction.

Other prohibited items inside include, but are not limited to:
• Propane cylinders
• Gas cans
• Barbecues
• Space heaters
• Halogen neon or hydroponic lights
• Non-LED decorative lights
• Live trees

Incense and candles and decorative lights may only be lit or turned on when residents are home in their unit.

FURNITURE AND APPLIANCES
NOTE: Waterbeds and dishwashers are not permitted.

You are asked to report problems with appliances (i.e. washer, dryer, stove, fridge, deepfreeze, microwave, air conditioner, furnace, and hot water tank) to the Student Residence Office or RA. Please complete a work order form at the Student Residence Office. In the case of emergencies, the Student Residence maintenance person can be reached during the day via the Student Residence Office. After hours, please contact the RA on duty.

All furniture in the units is to remain where it is located (the bedroom furniture stays in bedrooms, kitchen furniture in kitchen, et cetera). We do charge to move furniture to the original location. College furniture should not be used as outdoor patio or lawn furniture. Appropriate lawn furniture is to be used for outside furniture (i.e. using couches outside your unit is not permitted). Barbecues must remain outside.
GUESTS AND COHABITATION
If your roommates are in agreement, you are permitted to have up to two overnight guests for a maximum of three nights per month. Guests must be registered with the Student Residence Office or with an RA by completing a Guest Pass form.

The College reserves the right to not approve guest passes. YOU ARE RESPONSIBLE FOR THE CONDUCT OF YOUR GUEST(S). As an example, if they tamper with the safety equipment YOU may be evicted. Student Residence is intended for single students. If you wish to pursue a cohabitate lifestyle, you must secure off-campus housing.

Basements are not to be set-up as bedrooms for residents or guests as this violates fire code. Allowing unauthorized persons into MHC Residence including, but not limited to evicted or banned individuals, will result in probation and/or eviction from Residence.

HARMFUL BEHAVIOUR
If you exhibit behavior that is harmful to yourself, disruptive, or disrespectful to RAs, staff or to others, regardless of reason or cause, you may be asked to find more suitable accommodation off campus.

If you comprise your personal safety (i.e. self-abuse, eating disorders, suicide attempts, underage drinking) you may be asked to pursue counselling or emergency medical services. Where behavior or health issues are of a serious concern, Residence reserves the right to notify a parent or guardian.

SMOKING/VAPING
Smoking or vaping is prohibited indoors. This includes, but is not limited to tobacco, shisha, and cannabis. Smoking inside your unit is a violation of both Residence rules and the college Smoke Free Environment Policy.

If you have a complaint about someone smoking in your unit, you need to let us know. You can contact the Residence Office, or the RA on Duty. Your roommates have the right to a smoke-free environment.

Medicine Hat College’s No Smoking Policy requires you to be a minimum of 20 feet away from an entrance if you are smoking. Please keep the grounds clean of cigarette butts and garbage.

DRUG USAGE
Illegal Drugs
Students in residence are prohibited from being involved with trafficking, possessing, using, consuming and or/smelling of any illegal drug substance in residence. Evidence of illegal drug traces or drug paraphernalia, or the smell of prohibited substances in or near the residence building will be assumed to be conclusive of use or possession.

Cannabis Use
- Residents are permitted to consume cannabis (smoking or vaping) outside of their unit. Doors and outdoor windows of the unit must be shut while outside smoking/vaping.
- Edibles, oils and cooking of cannabis products is prohibited
- Although plants are technically allowed in personal homes, plants are NOT permitted in MHC Residence.
- Cannabis sale/distribution is illegal.
- All cannabis products (including paraphernalia – bongs etc.) must be stored in a sealed odorless container to reduce odor inside the unit. This will be monitored during unit inspections. Failure to comply could result in fines or confiscation.
- Medical cannabis users must register with MHC’s Accessibility Services Centre.
RESIDENCE RULES (CONTINUED)

- All cannabis brought on to any college owned or leased space must be legally obtained.
- Residents 18 years and older are permitted to publicly possess a maximum of 30g of dried cannabis.
- MHC main campus is a smoke free environment

If you have a complaint about someone smoking in your unit, you need to let us know. You can contact the Residence Office, or the RA on duty. Your roommates have the right to a smoke-free environment.

Medicine Hat College’s “No Smoking” policy requires you to be a minimum of 20 feet away from an entrance if you are smoking. Please keep the grounds clean of butts and garbage.

Harm Reduction
Medicine Hat College is committed to offering ongoing education and promoting awareness initiatives about cannabis to students and employees. This will support ongoing alcohol and drug education initiatives utilizing an awareness, prevention and harm reduction approach.

KEYS/LOCKOUTS
You will be issued a key once you have paid your rental fees and signed your contract. One key opens the outside door to the unit and another opens a specific bedroom door. If you move out before your contract end date, the keys must be returned to the Student Residence Office. Failure to return keys will result in a $66 re-keying charge to your account. A $5 administration fee will also be applied.

Duplication of Student Residence keys is a violation of the Student Residence Rental Agreement and you will be subject to eviction. Upon expiration or early termination of your Rental Agreement, or in the event of eviction, keys must be returned to the Student Residence Office. You will incur the cost of any damages or cleaning in your assigned unit until keys are returned.
QUIET HOURS
The major factor in any successful residential setting is consideration of others. With this in mind, stereo equipment should be played at a volume that is acceptable to everyone directly involved. Similarly, private parties and social gatherings should be considerate of other residents’ needs (i.e. sleep, study time, etc.). As a general rule, sound levels should be such that voices and music are confined to the physical boundaries of your room or unit. If you are disturbed by noise, go directly to the person(s) involved or contact the RA on duty.
Quiet Hours are:
- Sunday – Thursday: 11 p.m. to 8 a.m.
- Friday – Saturday: 1 a.m. to 8 a.m.

The only exception to the above Quiet Hours is during final exam times. During the exam period Student Residence observes 24-HOUR QUIET HOURS. 24-Hour Quiet Hours begin at 8 am on the day prior to the start of exams and continue through until after the last exam has been written.

PARTIES
The number of people attending a gathering should not exceed approximately 15 people and must be contained inside your residence unit. If parties or any other gathering becomes uncontrollable, they will be closed down and if need be, the police will be called. Advertising for parties in residence is not allowed, this includes advertising on Facebook, Twitter and other social media sites.

PETs
We love animals! That is one good reason why we ask you to leave your pets at home. Consideration for your roommates is another. But there is an exception. Fish. The College will allow you to have fish as long as your aquarium holds 10 gallons or less. You ARE NOT ALLOWED AT ANY TIME to have spiders, reptiles, birds, cats, dogs, etc. in your unit. It you do have fish, please remember to clean the tank regularly. Residence staff will not feed your fish over breaks. Arrangement to bring registered assist dogs must be made in advance with the Coordinator of Student Residence.

SNOW REMOVAL
You are responsible for clearing snow from the doors of your unit to the main pedestrian sidewalk. Each unit is provided with a shovel.

STORAGE
Skis and other similar items must be stored in the basement or crawl space. Bikes must be stored in the basement in the Golfview Residence and in the entrance hallway in the Couleeview Residence. Student Residence will not store personal belongings over the spring and summer months.

THERMOSTATS
Ensure that your thermostat is set to “Auto” no lower than 20°C.

WALLS AND CEILINGS
Please hang items only on the walls that are covered with heavy vinyl wallpaper.

WATER/FOOD FIGHTS
Water/Food fights within any unit are prohibited. If a water/food fight occurs, the residents of the unit will be assessed the total cost of any damages (i.e. carpets, walls, linoleum) and will also be subject to eviction.
DISCIPLINE PROCEDURE

You are responsible for observing the terms and conditions of the Student Residence Handbook, the Student Residence Discipline Procedure and the Student Residence Agreement/Contract. The Student Residence Handbook and the Student Residence Discipline Procedure outline behavioral expectations and the types of actions levied for offences. No student is exempt from the terms and conditions of the Student Residence Discipline Procedure for any reason.

COMMUNITY STANDARDS

Community standards have been established in order to create a safe, comfortable, and effective living and studying environment, to ensure your physical and emotional well being and the protection of personal, Student Residence and College property. The following principles apply to all residents:

- Respect the physical and emotional rights of fellow residents.
- Respect the educational mission of the College, helping to maintain an environment conducive to academic achievement.
- Exercise care and consideration when using College facilities.
- Be concerned with your own personal development and purpose for residing in this community.
- Accept responsibility for your behavior and that of your guest(s) at all times.

Discipline is viewed by Student Residence as an acceptance of one's responsibility within a community with respect for the rights of others, and as an educational means of correcting inappropriate behavior.

DISCIPLINE SYSTEM

Misconduct by residence students or guests in the townhouses, or anywhere on the campus grounds of Medicine Hat College, will result in discipline against the individuals involved in the incident. If the College deems the violation to be of a more serious nature the College will evict an individual(s) from Student Residence within 24 hours notice, and/or take further steps if deemed necessary.

The standard of whether a resident is “responsible” or “not responsible” for the violation of the policies rests with the “preponderance of evidence” – that is, would a reasonable person, upon reviewing the information provided, come to the same conclusion as the administrator reviewing the
case. The standard in Residence discipline cases is unlike criminal cases which is usually “proof beyond a reasonable doubt.”

Any behavior (not limited to the following), which adversely affects a student or staff’s rights or adversely affects the College or personal property, is subject to Disciplinary Procedures.

**POSSIBLE SANCTIONS:**

Any of the following sanctions listed can be applied at any time without following a particular sequence.

1. **VERBAL WARNING**
   Any member of the Student Residence Staff can issue these. Verbal warnings are recorded on student files.

2. **WRITTEN WARNING**
   May be issued if a verbal warning has been given and ignored or when the seriousness of the incident warrants a written warning. The Coordinator of Student Residence will issue a written warning.

3. **FINE**
   May be issued when a verbal or written warning has been ignored or when the seriousness of the incident warrants a monetary fine. The RAs and the Coordinator of Student Residence will issue fines. Should you receive a fine, you must report to the Coordinator of Student Residence prior to 4 p.m. the following workday. If you agree with the charge made against you, the case will be concluded with the decisions communicated to you and those involved with the decision.

4. **COMMUNITY SERVICE**
   If deemed appropriate, you may request to do Community Service in lieu of payment of fine. All fines and/or community hours must be paid/completed within 30 days or a notice to vacate will be served.

5. **PROBATION**
   Following an incident of a serious nature or an accumulation of two minor offences, you may be placed on Probation. Student Residence probation means that if you are involved in any future incidents in which you or your guest(s) violate Student Residence Community Standards, it can result in your eviction from Student Residence. If you wish to return to Student Residence for a subsequent year you may be placed on probation as a condition of acceptance to Student Residence.

6. **EVICITION**
   May occur if you violate the conditions of probation, including but not limited to, assault, disrespect to residence staff or any individuals, display of extreme behavior, tamper with safety equipment, fail to maintain status as a student, or other similar incidents of a serious nature. Evictions that result from bevioural issues or due to violations of a serious nature will carry an indefinite ban from all residence property.

   Please refer to page 18 for eviction procedure and appeal process.

7. **STUDENT RESIDENCE BANS**
   When you are banned, you cannot return to Student Residence or any Student Residence functions. Student Residence bans can apply to both Students and their guests. Violation of this ban will result in trespassing charges being laid by the Medicine Hat City Police. A Student Residence Ban may occur following an eviction and be indefinite.

8. **DENIAL OF RE-ADMISSION**
   If you apply to live in Student Residence for a subsequent year, you can be rejected based on previous behavior, damages, and/or lack of cleaning during the year and/or at time of move out. Late or non-payment of rent, other fees or fines may also influence future acceptance into Student Residence Medicine Hat College has the right to deny any application.
VIOLATIONS

1. **GIVING UNAUTHORIZED PERSONS RESIDENCE KEYS OR PARKING TAGS**
   - Verbal / Written Warning
   - $100 fine
   - Probation or Eviction as warranted

2. **VIOLATION OF QUIET HOURS**
   - Verbal / Written Warning
   - $100 fine
   - Probation or Eviction as warranted

3. **OPEN ALCOHOL ON STUDENT RESIDENCE GROUNDS**
   - Verbal / Written Warning
   - $50 fine
   - Probation or Eviction as warranted

4. **SMOKING/VAPING IN UNITS**
   - $250 fine
   - Probation or Eviction as warranted

5. **CANNABIS**
   - Cultivation of cannabis
   - Unsealed cannabis and paraphernalia
   - Probation or Eviction as warranted

6. **JEOPARDIZING SAFETY, MISUSE OF FIRE EXTINGUISHER, SMOKE DETECTOR, OR UNIT KEYS**
   - $150 fine
   - Probation or Eviction as warranted

7. **POSSESSION OF A PET**
   - $100 fine and a written warning stating that the pet must be removed within 24 hours or a notice to vacate will be issued
   - Probation or Eviction as warranted

8. **EXTREME UNCLEANLINESS IN UNITS**
   - Verbal / Written Warning
   - $100 fine
   - Cleaning charges will be subject to contractor rates
   - Probation or Eviction as warranted

9. **SETTING UP SLEEPING QUARTERS IN THE BASEMENT**
   - $100 fine
   - Probation or Eviction as warranted

10. **VIOLATION OF GUEST POLICY - GUESTS STAYING LONGER THAN THREE NIGHTS**
    - Written Warning
    - $100 fine
    - Probation or Eviction as warranted

11. **USING AN EMPTY BEDROOM AND/OR SWITCHING BEDROOMS WITHOUT AUTHORIZATION**
    - Written Warning
    - $100 fine
    - Probation or Eviction as warranted

12. **MOVING/USING FURNITURE OUTSIDE**
    - Verbal / Written Warning
    - $50 fine
    - Probation or Eviction as warranted

13. **EXCESSIVE LOCKOUTS (MORE THAN 2)**
    - $15 fine (first time)
    - $25 fine (second time)
    - $50 fine
    - Probation or Eviction as warranted

14. **WATER/FOOD FIGHTS IN UNITS**
    - $100 fine plus cleaning and damage costs
    - Probation or Eviction as warranted
15. LITTERING/BAGGED GARbage OUTSIDE UNITS
   • Written Warning
   • $25 fine plus clean up charges
   • Probation or Eviction as warranted

16. OUT OF CONTROL PARTIES
   • $100 fine plus cost of repairs and cleaning
   • Probation or Eviction as warranted

17. ADVERTISING FOR PARTIES IN RESIDENCE, INCLUDING USE OF FACEBOOK
   • Written Warning
   • $50 fine
   • Probation or Eviction as warranted

18. FAILURE TO CLEAR SNOW TO MAIN SIDEWALK
   • Verbal /Written Warning
   • $25 fine
   • Probation or Eviction as warranted

19. DAMAGE IN UNITS
   • Written warning and cost of repairs and cleaning
   • Probation or Eviction as warranted

20. VOIDING OF BODILY FLUIDS AND/OR WASTE IN INAPPROPRIATE PLACES
   • $25 fine to each resident. This fine may also be applied to residents who host an event where this activity takes place.

21. DISPLAYING PORNOGRAPHIC OR DISCRIMINATING MATERIAL IN COMMON AREAS
   (This includes all areas in each unit except individual bedrooms.)
   • Verbal /Written Warning
   • $50 fine
   • Probation or Eviction as warranted

22. FAILURE TO REPORT TO RESIDENCE COORDINATOR WHEN REQUESTED
   • Written Warning
   • $50 fine
   • Probation or Eviction as warranted

23. HARASSMENT, THREATS, INTIMIDATION OF ANY PERSON OR STAFF MEMBER WITHIN STUDENT RESIDENCE
   • Probation or Eviction as warranted
EVictions

You are subject to immediate eviction from Student Residence in the following situations (not limited to the following list):

1. Vandalism - unreported damage to the College, Student Residence, or the personal property of another tenant. Those responsible will be liable for all damages and cost of repairs.
2. Possession, use or selling of illegal substances in Student Residence.
3. Theft of College, Student Residence, or another tenant’s personal property.
4. Physical assault of another person within Student Residence.
5. Harassment, threats, or intimidation of any person within Student Residence, including computer and/or cell phone technology to communicate inappropriate, demeaning, harassing or threatening messages, photos, videos or other materials.
6. Breaking and entering into any locked or secured Student Residence space.
7. Possession of firearms/weapons.
8. Failure to comply with and/or identify oneself or providing false information to college staff or law enforcement.
9. Extreme lack of personal hygiene.

The Student Residence Rental Agreement may also be terminated by the College in the following situations:

1. Non-payment of residence fees or fines.
2. Withdrawal or dismissal from a College academic program.

EViction PROCEDURE

You may be evicted from Student Residence, or face other discipline procedures if your behaviour is deemed to be disruptive or unsatisfactory. Notwithstanding the following, the College will take the appropriate action, as the circumstance(s) requires.

Procedure:

a) Incidents of unsatisfactory behavior, as stated in the Student Residence Discipline Procedure, shall be reported to the Coordinator of Student Residence.

b) The Coordinator of Student Residence shall then meet with those accused of wrongdoing and the person(s) who reported the incident, in order to determine as accurately as possible the nature of the offence.

c) If the Coordinator of Student Residence is convinced that an offence has occurred, the Coordinator of Student Residence shall review
the matter and decide the action to be taken.
d) The Coordinator of Student Residence shall notify you in writing of both the action and the penalty to be imposed.

External Authorities:
In some cases serious incidents of unsatisfactory behaviour in Student Residence may be turned over to the appropriate authorities outside Medicine Hat College.

Appeal Procedures:
You may appeal a penalty respecting eviction, or other penalties for unsatisfactory behaviour in residence, by notifying the Manager of Student Engagement within 14 days from the date on your letter. You must appeal in writing stating why you should not be penalized, or why the penalty should be reduced.

The Manager of Student Engagement will establish a tribunal within seven days, made up of the Manager of Student Engagement as chair, a representative from the Students’ Association Executive, and a senior manager or faculty member most closely associated with the situation (i.e. the Coordinator of Student Residence with respect to an eviction notice). The Tribunal will make its final decision within seven days following the hearing and you shall be notified in writing of this decision. The decision of the tribunal is final.

MOVING OUT

CHECKOUT INSPECTIONS
Upon checking out, the Student Residence staff will inspect your unit and bedroom. Refer also to the sections on Damages & Cleaning.

DAMAGE AND CLEANING CHARGES
Replacement or repair costs will be charged as estimated, and charges will be administered even if work is not immediately completed. Cleaning will be based on contractor rates.

A $5 administration fee will also be applied.

MAIL
When moving out, you are responsible for completing a Canada Post “Change of Address” card as well as a Medicine Hat College Change of Address Card. We will not forward your mail
after you move out of Student Residence.

SCHEDULE “A”:
MEDICINE HAT COLLEGE
LEGAL DOCUMENT
FOR STUDENT RESIDENCE COMPLEX

TERMS AND CONDITIONS

1. RENT

(a) In this Agreement, any reference to the College shall include Medicine Hat College and its officers as well as any other authorized representative whom the College has appointed or may appoint from time to time,

(b) Rent payable pursuant to the terms of the agreement shall be paid in advance on the dates specified and it does not include parking/plug-in.

2. RESIDENTS COVENANTS

The Resident covenants with the College as Follows:

(a) RENT: To pay the College the rent herein reserved at the times and in the manner provided herein without any deduction or abatement whatsoever,

(b) USE OF PREMISES: To use the Premises as a residence only and only for himself, and not assign, sublet or part with possession of the Premises or any part thereof; and to use the Premises for lawful purposes only.

(c) CONDITION: To keep and deliver up at the expiration or termination of the tenancy, the Premises, all keys thereto, furniture, and effects in their present condition (reasonable wear and tear only permitted) and not to remove any Item thereof from the Premises.

If at the expiration or termination of the tenancy the Premises are not delivered in their present condition (reasonable wear and tear only permitted) or if any of the Items of furniture or effects are removed, broken, damaged, lost or rendered useless, the Resident shall be jointly and severally liable with any other Resident of the bedroom, the cost of repairing any damage or loss to the bedroom or to any College furniture and effects therein, as well as Jointly and severally liable with the Residents of the other bedrooms comprising the unit for the cost of repairing any damage or loss to the unit or college furniture and effects therein.

(d) PERMIT COLLEGE TO VIEW STATE OF REPAIR; to permit the College and its servants and agents with or without workmen at all reasonable times, following on reasonable notice, to enter upon and view the condition of the Premises, and that if any want of repair which is the responsibility of the Resident under the terms of this Agreement shall be found on such examination and notice thereof be given to the Resident in writing, the College shall, at its option, repair in accordance with such notice and add cost thereof to the rent herein reserved.

(e) STUDENT: To be a full-time Student as per the Academic Calendar’s definition at Medicine Hat College.

(f) NUISANCE; Not to carry on nor do, nor allow to be carried on or done on the Premises any activity which may be or become a nuisance or annoyance to the College, the public, any other occupant of the Student Residence or of the occupiers of adjoining lands or Premises or to the building in which the Premises are situated or which may increase the premium rate of insurance against loss or fire or liability upon the Resident or invalidate any policy of insurance of any kind upon or in respect of same, or which may cause or result in excessive use of waste of water or increase the amount of water rates payable in respect
of the Student Residence and will not increase the consumption of electric power on the Premises beyond the capacity of the wiring on the Premises without prior written consent of the College.

(g) LIABILITY FOR ESCAPING WATER AND GAS; To be liable for all damage resulting from the escape of water and gas from the Premises as a result of the negligence of the Resident or from the negligent use of electrical appliances on the Premises by the Resident.

(h) INSURANCE RESTRICTIONS: Not to do or permit to be done anything which may void or render voidable the policy or policies of insurance covering the Premises and the building or buildings of which the Premises form a part or of which may cause the premiums in respect of such policy or policies to be increased, and if such premiums are increased as a result of breach of this covenant, the Resident hereby undertakes to indemnify the College against such increase in premiums and such indemnity shall not prejudice the right of the College to proceed against the Resident for breach of this covenant.

(i) RESTRICTION ON ADDITIONAL EQUIPMENT: Not to install or introduce within or upon the Premises additional equipment, additional gas lines, additional water or sewage lines, or additional electrical circuits or additional or other appliances or alter the existing gas, water, sewage and electrical lines and systems without the written consent of the College.

(j) INDEMNITY: To indemnify and save harmless the College in respect of all liabilities, fines, suits, claims, demands and actions of any kind for which the College shall or may become liable or suffer by reason or any breach of non-performance by the Resident of any covenant, agreement or proviso of this agreement, or by reason of any act or default by the Resident or any member of his family, household guest. This indemnity shall, where such breach, non-performance, damage to property personal injury or death occurs during the term of this agreement, survive termination of this agreement.

(k) LAWS: To abide by and fully comply with all statutes, municipal authority which in any way affects the Premises or the use and occupation thereof,

(l) REMOVAL OF GOODS: To remove all of his goods and property at the time of the expiration or termination of this Agreement. If such foods and property are not so removed, the Resident thereby gives express authority to the College to remove and dispose of any property or possessions remaining on the Premises after the Resident has vacated, and the cost of such removal and disposition shall be charged to the Resident.

(m) RULES; to observe and perform all the Rules contained in the ‘Medicine Hat College Student Residence Handbook attached hereto and forming a part hereof as amended from time to time. It there is any conflict between the Rules as contained in the Medicine Hat College Student Residence Handbook and this Schedule; Schedule ‘A’ shall govern.

3. COLLEGES COVENANTS

The College covenants with the Resident as follows:

(a) PEACEFUL POSSESSION: So long as the Resident shall pay the rent hereby reserved and shall perform and observe the Residents covenants and the conditions herein, the Resident shall peaceably hold the Premises during the term hereof without interference by the College or any person rightfully claiming
under or in trust for it.

(b) MAINTENANCE AND UTILITIES:

(i) To maintain the exterior walls, party walls, roof and outside of the Premises in good condition.

(ii) To supply and maintain the heating equipment to heat the Premises and repair such equipment at its own expense except for damage to such equipment which has been caused by the Resident or person or persons for whom the Resident is responsible; the Resident to give notice in writing to the College of any malfunction or disrepair in such equipment, and the College covenants to repair with reasonable speed after receipt of such notice.

(iii) To supply electric current:
   (a) To the Premises.
   (b) If purchased by the Resident, to the plug-in facility in the parking space.

(iv) To supply water gas and sewage service by means of the pipes now Installed or which may be installed in the Premises.

(v) To supply garbage collection service.

(vi) To keep the roadways and those sidewalks not required to be maintained by the Resident free and clear of snow and ice.

(c) INSURANCE WAIVER OF SUBROGATION; The College shall in its sole discretion determine whether or not it shall on behalf of its insurance company, waive subrogation and the right of recovery in favour of the Resident with respect to the perils covered by the policies of insurance carried by the College with respect the Premises and the building upon which the Premises forms a part.

4. MUTUAL COVENANTS

(a) SECURITY DEPOSIT; That upon the execution of this Agreement, the reservation deposit paid by the Resident to the College at the time of making application for the rental of the Premises hereby becomes the security deposit, to be held by the College against the proper performance of the covenants herein. During the currency at this Agreement, the College shall be entitled to deduct from the amount of the security deposit any monies which become due to the College by virtue of the breach or non-performance by the Resident of the covenants of this Agreement and in particular it is agreed that the College may clean and make any repairs necessary to restore the Premises and furniture and effects to the condition they would have been in had the Resident complied with the covenants in this Agreement and may deduct the cost of so doing from the security deposit. The Resident shall be solely responsible for the cost of repairing any damage or loss to the bedroom or to any college furniture or effects therein as well as jointly and severally liable with the Residents of the other bedrooms in the unit for the cost of repairing any damage to the unit or any college furniture or cleaning costs in excess of the deposit. Upon the expiration or termination of this Agreement the amount of such security deposit, or any balance thereof in the hands of the College shall be repaid to the Resident within sixty (60) days after the expiration or termination of this Agreement.

(b) VARIATION OF RENT; That the rent payable by the Resident for the Premises may be varied by the College by giving the Resident thirty (30) days prior notice in writing.

(c) INSPECTION OF PREMISES; That the College at anytime upon proper notices be at liberty to enter upon the Premises to examine the same and to make such repairs to the Premises as the College sees fit.

(d) LIABILITY; That the College will not be liable for damage or consequential damage to
persons or property or loss of property on the Premises due to electrical wiring, plumbing, water sewer, ice, snow, steam leakage, fire, smoke, or nuclear disaster, war, Act of God or any cause whatsoever, except the negligence of the College whether such damage be caused by the default of negligence of another Resident or any person whether lawfully or unlawfully upon the Premises.

(e) EARLY TERMINATION: In the event that the Resident:

(i) Breaches any provision of this Agreement or of the Rules. Or
(ii) Has in his possession, without authorization of the College, any asset of the College, or,
(iii) Becomes bankrupt or insolvent, or:
removes oil or substantially all of his effects from the Premises, or;
(iv) For such reasons as the College may, from time to time, determine to be in the best interests of the Medicine Hat College or in the best interest of the other Residents of Student Residences owned by the College. Then and in such case the College may terminate this Agreement upon the College giving twenty-four (24) hours notice in writing to the Resident to that effect. After that period, the College may enter the Premises, take possession thereof and remove the Resident from the Premises and those claiming through and under the Resident and cause their goods and chattels to be removed from the Premises: all with such force as is necessary in the circumstances and without thereby incurring any liability for trespass and without prejudice to any other remedies which the College might otherwise have available to it for arrears of payment of rent or breach of any of the other covenants herein.

(f) RENT: if the Resident has breached any covenant or term in this Agreement or the Rules and Regulations, the College may terminate this Agreement on twenty four (24) hours notice in writing to the Resident, and in the event of termination as aforesaid, rent shall be payable to the date of giving possession and default of such payment, the College may. In addition to any other rights or remedies, which it may have, withhold the Resident’s official transcripts and awards, if any.

(g) RENTAL AGREEMENT: Students entering Student Residence in the fall semester must sign a rental agreement for the fall and winter semester, Students may cancel the winter portion of the rental agreement by December 1 with no penalty. Students entering Student Residence in the winter semester must sign a rental agreement for the winter semester. These residents will not be entitled to rent refunds if they should decide to terminate their rental agreement.

(h) CEASE BEING A STUDENT: If for any reason the Resident withdraws or is terminated from his academic program at the Medicine Hat College, the agreement herein shall be deemed to be terminated, and the College may in its sole discretion on the giving of notice, require the Resident to vacate the Premises upon the expiration of twenty four (24) hours from the delivery of such notice. A penalty equivalent to the lesser of one month's rent (calculated from the day of move-out) or the number of days remaining in the original agreement will be assessed to the resident.

(i) REASSIGNMENT: The College reserves the right to reassign the Resident to different Premises at any time. In the event that the College determines such reassignment to be necessary, It must give the Resident forty-eight (48) hours notice in writing.

(j) PREMISES NOT READY: If the
Premises are not ready for occupancy on the date or commencement of the term thereof, then payment of the rent shall not begin until the Premises are ready for occupation, and such abatement of rent shall constitute full settlement of any claims which the Resident might otherwise have by reason of the Premises not being available on the said date, and this Agreement shall not otherwise be affected; PROVIDED HOWEVER, that if the Premises are not ready for occupancy within fourteen (14) days of the date of this Agreement, then this Agreement shall thereupon be terminated and the College shall repay to the Resident all monies received from the Resident pursuant to this Agreement. It is understood that the expiration date of this Agreement shall not be extended by reason of delayed occupancy under this clause.

(k) OVERHOLDING: If the Resident shall hold over and the College accepts rent at the expiration of the said term, the new Residency thereby created shall be a tenancy from month to month not a Residency from year to year, provided however, that the said Residency from month to month may be terminated by the College on thirty (30) days notice to the Resident and the Premises may be shown to prospective Residents after notice of termination of the Residency has been given. Any notice to be served by or on the Resident or the College shall be given during the term of any such month-to-month tenancy. The new Residency shall be subject to the covenants, conditions and regulations herein contained except that the rent shall be from month to month and at the current scheduled rate payable in advance.

(l) ALTERATIONS: The College shall have the right at any time during the said term, but not under any obligation by reason of this douse, to repair, remodel, alter, improve or add to the Premises or form a part or to change the location of the entrance or entrances to the Student Residence and the Premises without compensation or responsibility to the resident and for such other purposes, if necessary, to enter into, pass through, work upon and attach scaffolds or other temporary structures to the Premises putting the Resident to no unnecessary inconvenience.

(m) FIRE: In case the premises or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purposes of the Resident, then the rent hereby reserved or a proportionate part thereof, according to the nature and extent of the damage sustained and at remedies for recovering the same shall be suspended and abated until the said Premises shall in the sole opinion of the College have been repaired or made fit for the purposes of the Resident. PROVIDED THAT in the event the Premises are not rebuilt or made fit for the purposes of the Resident within three (3) months of the said fire or tempest, then this Agreement shall thereupon be terminated and the Resident shall cease to be held liable for rent except such rent as shall have already accrued due.

(n) WAIVER: A waiver by the College of any breach of covenant or term or Rule shall not be considered to be a waiver of such covenant or term or Rule generally or of any subsequent breach of any covenant or term or Rule.

(o) AGREEMENT: The whole Agreement between the parties is set forth herein and no representation, warranties or conditions have been made other than those expressed herein, and no Agreement collateral hereto is binding upon the College unless it is made in writing and signed by the College.

Words importing male persons include female persons and the singular includes the plural.
5. NOTICE:
All notices given pursuant to this Agreement shall be sufficiently given if mailed prepaid and registered in the case of the College addressed to it at:
Student Residence Office
Medicine Hat College
299 College Dr. SE.
Medicine Hat, Alberta
T1A 3Y6

And in case of the Resident addressed to the Resident at the Premises, and unless party gives notice to the other a change of address, the date of any notice given pursuant to this agreement shall be deemed to be seventy two (72) hours after the date of such mailing.