

## CHESTNUT RESIDENCE COMMUNITY STANDARDS

## Contents

| I.   | INTRODUCTION 1  |
|------|---|
| II.  | GENERAL CONDITIONS  |
| III. | COMPLAINTS  |
| IV.  | HARMFUL BEHAVIOUR   |
| V.   | VIOLATIONS  |
| VI.  | SANCTIONS   |
| VII. | PROCEDURES  |
| VIII | . APPENDIX  |
| A    | Appendix A: Statement of Student Rights & Responsibilities11  |
| ŀ    | Appendix B: Chestnut Residence Guest Policy*12                |
| A    | Appendix C: Chestnut Residence Key Policy12                   |
| ŀ    | Appendix D: Internet Policy                                   |
| A    | Appendix E: Food & Beverage Policy                            |
| ŀ    | Appendix F: Chestnut Residence Damage/Loss Policy13           |
| A    | Appendix G: Chestnut Residence Statement on LCBO Deliveries   |
| ŀ    | Appendix H: Cannabis Legalization14                           |
| ŀ    | Appendix I: Chestnut Residence Photo & Video Recording Policy |

## I. INTRODUCTION

The Chestnut Residence Community Standards has been developed in consultation with students to outline the positive standards of behaviour expected within Chestnut's residence community. All students and student groups are expected to maintain a high standard of conduct based on the Statement of Student Rights and Responsibilities located in Appendix A.

The purpose of this document is to outline the standards of behaviour considered congruent with the goals and the well-being of the residence community, and to define the procedures to be followed when students and/or their guests fail to meet those standards of behaviour. The Chestnut Residence Community Standards is based on two principles:



- a) Every individual is equal in dignity and worth and should therefore be provided with equal rights and opportunities without discrimination or harassment.
- b) Each student living in residence should be guaranteed the right to the peaceful use of his/her living space and common area.

Chestnut Residence staff reserve the right to take necessary and appropriate action to protect the safety and welfare of the Residence community.

Please take note of Appendix J, Covid-19 Terms and Conditions which contains specific details and policies regarding the Covid-19 pandemic. Appendix J overrules any sections of the Chestnut Residence Community Standards.

The Community Standards are subject to change without notice as we continue to receive news and guidelines regarding Covid-19 from the University of Toronto and the Government of Ontario.

For the most up-to-date version of this document please visit **the** <u>Chestnut Residence website at</u> <u>chestnut.utoronto.ca</u>

## II. GENERAL CONDITIONS

Community Standards are the specific expectations set out in the Chestnut Residence Occupancy Agreement, the Chestnut Residence website and this document (as posted on the Chestnut Residence website). They reflect the behaviour and conduct that is expected and required of all individual residents living in the Chestnut Residence.

Community Standards exist not because most people violate standards or contribute negatively to the community, but because most do not. It is those individuals who act in contravention of the Standards who require the opportunity to atone for conduct that violates the rights of others in the community. It is the responsibility of each Resident to uphold community standards, to respond to others who fail to uphold the standards, and to report violations to a Residence Life Staff member.

The Community Standards apply to all Chestnut Residence Students and holds residents responsible for the behaviour and conduct of their guests as well. The Standards are intended to make residence students aware of their rights and responsibilities so that they may make informed decisions about their own behaviour and that of their peers. The Standards are further intended to provide guidance and support for Residence Life Staff in their administrative decision-making regarding events and the resolution of discipline problems.

Each member is required under the Chestnut Residence Community Standards to preserve good order and to protect the overall interests of the Residence, the safety, rights and property of individuals and the property of the University.

## III. COMPLAINTS



Part of belonging to such a broad and diverse community means that from time to time you may face issues that need to be addressed (e.g. noise). As we encourage "good neighbour" behaviour and civic responsibility, we would also encourage students to address issues with their fellow community members directly. It is hoped that the residents themselves through informal means will solve most minor problems. When necessary, the Residence Life Staff is available to assist in mediating resolutions to complaints between residents and to respond to complaints about violations of the Community Standards.

## IV. HARMFUL BEHAVIOUR

The staff at the Chestnut Residence care about your personal safety and well-being. If you exhibit behaviour that is harmful to yourself or disruptive to others, regardless of reason or cause, you may be asked to find more suitable accommodation. If you compromise your personal safety (e.g., self-abuse, eating disorders, suicide attempts) you may be asked to pursue counselling. Where behaviour or health issues are of serious concern, the Chestnut Residence at the University of Toronto reserves the right to notify a parent, guardian or health care professional. You should also know that when this type of conduct disrupts residence life for other reasons, compassionate withdrawal from the Residence may be imposed.

### V. VIOLATIONS

| MAJOR OFFENSE  | S TYPES OF MAJOR OFFENSES  |  |  |
|--|--|--|--|
| Include, but are not limited to:   |  |  |  |
| • Actions of a student(s) that endanger the safety and security of any individual;   |  |  |  |
| <ul> <li>Actions that contravene any University policy, Municipal, Provincial or Federal law; e.g. Criminal Code of Canada, Narcotics Control Act, Ontario Human Rights Code, Ontario Liquor License Act (LLA), City of Toronto noise by-laws, etc.;</li> <li>After a student has been found in violation of two (2) Minor Offences, the third, and any subsequent, minor offence in one academic year shall be treated as a Major Offence.</li> </ul> |  |  |  |
| Respect For People   | <ul> <li>a) engaging in physical and/or verbal altercations towards any student or staff, which may endanger the safety of, be considered intimidating, and/or be considered physically abusive by another;</li> <li>b) engaging in behaviours which are considered to be harming to one's self or that endanger one's own personal safety;</li> <li>c) engaging in sexist, racist, homophobic or any other discriminatory behaviour;</li> <li>d) engaging in inappropriate and/or unwanted sexual conduct, or behaving in a manner that could constitute sexual harassment;</li> <li>e) recording individuals in any format without their knowledge, even within one's private</li> </ul> |  |  |



|             | personal space. Residents may not make recordings of or conduct surveillance on  |
|-------------|--|
|             | University employees, including Residence staff, without their permission.   |
|             | a) opening or attempting to open a balcony door or being on a balcony or the 3 <sup>rd</sup> floor   |
|             | patio;   |
|             | b) throwing articles from residence windows, roof balconies, or patio;   |
|             | <ul> <li>c) tampering with building fixtures/systems, including the wiring and fire prevention<br/>systems, cameras, elevators or emergency telephones, etc.;</li> </ul>                               |
|             | d) fabricating or building structures or running wires or cables between rooms either  |
|             | inside or outside buildings or leaving articles or debris in corridors, stairwells or  |
|             | entrances;   |
| Respect For | e) applying or affixing anything to the exterior of the Residence;   |
| Property    | f) painting, decorating, redecorating or defacing a resident room or room door or any  |
|             | wall, ceiling or surface of the residence without the consent of the Dean;<br>g) causing damage to, or stealing residence property or property of other individuals;                                   |
|             | <ul> <li>g) causing damage to, or stealing residence property or property of other individuals;</li> <li>h) attempting to enter or being in a restricted area within the residence building</li> </ul> |
|             | including, but not limited to: the roof, office space, conference spaces, kitchens, etc.   |
|             | i) failing to vacate one's residence room with all possessions before noon on the  |
|             | vacating date;   |
|             | <ul> <li>j) fraudulently gaining or attempting to gain entry into the residence building;</li> <li>k) using unmanned aerial vehicles or drones on or near residence property, as their</li> </ul>      |
|             | <ul> <li>k) using unmanned aerial vehicles or drones on or near residence property, as their<br/>video and photography features intrude on the privacy of others.</li> </ul>                           |
|             | a) smoking in residence; this includes but is not limited to smoking cigarettes, hookahs,  |
|             | vaporizers and e-cigarettes;   |
|             | b) tampering with, operating or discharging any fire safety equipment for any  |
|             | purpose other than to signal or control a fire including but not limited to covering or  |
|             | disabling a smoke detector, maliciously pulling a fire alarm, etc.;  |
|             |  |
| Fire Safety | <ul> <li>overloading any electrical circuits;</li> <li>setting fires inside the residence building, including setting off firecrackers;</li> </ul>   |
|             | e) failing to follow fire emergency procedures during a fire alarm, including, but not   |
|             | limited to, the failure to evacuate the residence building during a fire alarm;  |
|             | f) possessing, storing or using any firearm, weapon or explosive and/or pyrotechnic  |
|             | substances in the residence building;  |
|             | g) accidentally setting off the residence fire alarm, hitting a smoke detector, etc.   |
|             | a) Possession of drugs or unexplainable by medication documentation* is strictly   |
|             | prohibited. Evidence in these cases may include drug traces, drug paraphernalia,   |
|             | and/or the smell of prohibited substances in Residence;  |
|             | b) being in the presence of others who are using drugs (i.e. in the same room) and not   |
| Drugs       | taking the initiative to leave the situation.  |
|             | ······································   |
|             | *Students who require the use of substances such as medical marijuana are required   |
|             | to   |
|             | meet with the Dean or the Dean's Designate and provide medical documentation.  |
| Alcohol     | a) consumption by and/or service of alcohol to individuals under 19 years of age;  |
|             | <ul> <li>b) participating in drinking games of any kind;</li> <li>c) the use of keeps within residence.</li> </ul>   |
| Gambling    | <ul><li>c) the use of kegs within residence.</li><li>a) participating in and/or running an illegal gaming or gambling operation.</li></ul>   |
| Gambing     | a) loaning, duplicating or giving anyone an access keycard;  |
|             | <ul> <li>b) fraudulently gaining or attempting to gain entry into the residence building without</li> </ul>  |
|             | the expressed permission of the resident(s);   |
| Oursetst    | c) fraudulently gaining or attempting to gain entry into a room without the expressed  |
| Guests*     | permission of the occupant(s);   |
|             | <ul> <li>d) fraudulently gaining or attempting to gain entry into a controlled access space<sup>1</sup></li> </ul>   |
|             | within the residence building including but not limited to the Dining Hall, Urban  |
|             | Lounge, the Community Centre.  |
|             | e) hosting a guest in residence who commits a major offence.   |



# UNIVERSITY OF Chestnut Residence TORONTO Spaces & Experiences

|       | f) As of this current publication, one guest per resident is permitted to ensure the safety of Chestnut residents and staff.  |  |
|-------|---|--|
|       | <sup>1</sup> <u>Controlled Access Space</u> is a space within the residence building to which access to is regulated by the Residence Life Office, Security Desk, Food and Beverage Services at Chestnut Residence. These spaces may require a booking, proof of residence/valid ID and/or are regulated by clearly defined and posted hours of operation such as, but not limited to Urban, The Hub, The Hearth etc.   |  |
| Other | <ul> <li>a) committing a third and any subsequent Minor Offence; and</li> <li>b) failing to comply with or complete a Chestnut Residence Community Standards sanction for a major violation.</li> <li>c) The possession of firearms, ammunition, explosives (including fireworks, dynamite, firecrackers), other weapons (including but not limited to bladed weapons, archery bows and arrows, slingshots, chainsaws, and homemade weapons), and replicas of the above weapons or any item intended to cause harm or intimidation, in residence, is strictly prohibited. This includes air pellet guns and paintball guns. Students requiring special equipment (e.g., fencing swords) for classes or extracurricular activities must obtain prior written permission from the Residence Life Office.</li> </ul> |  |

#### **MINOR OFFENSES**

#### **TYPES OF MINOR OFFENSES**

Include, but are not limited to:

- Actions by an individual or individuals that interfere with the right of any other student to the peaceful ۲ use of his/her room or his/her space in residence;
- Actions that create a significant nuisance for another individual. •
- In certain circumstances a minor offence may be treated as a major offence. ė

|                     | <ul> <li>engaging in physical and/or verbal actions which negatively affect the well-being of<br/>any individual;</li> </ul>   |
|---------------------|--|
|                     | <ul> <li>b) making excessive noise at any time of the day including during quiet hours. Quiet<br/>hours are as follows: Sun-Thurs: 11pm-8am; Fri-Sat: 2am-8am; Exam Period 23<br/>Hour Quiet Hours (relaxed between 5pm and 6pm);</li> </ul> |
|                     | c) using sub-woofers, powerful speakers or amplifiers;   |
|                     | <ul> <li>d) playing a musical instrument on a residence floor during guiet hours</li> </ul>  |
|                     | e) hosting a party in residence; a party includes any combination of 2 of the following 3  |
|                     | criteria:  |
| Respect For People* | <ul> <li>i) 8 or more individuals in one room*</li> <li>ii) the presence of alcohol</li> <li>iii) noise</li> </ul>   |
|                     | f) failing to meet with residence life staff (office staff and/ or dons) and/or failing to   |
|                     | respond to phone messages or emails sent requesting a meeting;   |
|                     | g) wearing attire that may be deemed as offensive to others;   |
|                     | h) engaging in acts of indecent exposure (including exhibitionism, appearing naked in  |
|                     | public areas, etc).<br>I) exceeding the lesser of public health or Chestnut Residence guidelines in regards to   |
|                     | number of individuals in a controlled access space. Maximum capacities will be posted at the entryway of each controlled access space.   |
|                     | ······································   |



|             | a) removing and/or misusing any Chestnut common space, appliances, furniture,   |
|-------------|---|
|             | fixtures, cafeteria dishes, and/or property from its assigned area;   |
|             | b) engaging in any kind of sports activity on a residential floor (a gym facility and   |
|             | dance studio are located on the concourse level for this purpose);  |
|             | <ul> <li>keeping a bicycle in a residence room (bicycles are to be kept in the Bike Storage<br/>room on the concourse level);</li> </ul>  |
|             | d) keeping pets of any description or type in residence;  |
|             | e) placing posters or banners within the common space of residence without prior  |
| Respect For | approval of the Residence Life Staff or Residence Council;  |
| Property*   | f) failing to maintain one's own room in a hygienic and safe state during the academic  |
|             | year, including the failure to dispose of all garbage or recycling in an appropriate  |
|             | manner;   |
|             | g) refusing cleaning service from housekeeping staff for 2 or more weeks in a row;  |
|             | h) using a residence room, mailbox or Common Area for any commercial or business  |
|             | purpose.  |
|             | i) failing to abide by posted restrictions around maximum capacity in common spaces   |
|             |   |
|             | a) cooking with electric frying pans, toasters, ovens, microwaves, coffee makers, etc.  |
| Fire Safety | within individual residence rooms; using halogen lamps or humidifiers; using heating  |
|             | elements (electrical or otherwise);<br>b) lighting candles, incense, or lamps requiring combustible fuel.   |
| Alcohol Use | a) carrying an open container of alcohol outside of a residence room including in an  |
| AICOHOI USE | elevator and under the Chestnut canopy.   |
|             | a) making an unauthorized room move or roommate switch;   |
|             | b) hosting a guest in residence who commits a minor offence;  |
|             | c) violating any terms, conditions, administrative policies and procedures as   |
|             | outlined in the Occupancy Agreement unless otherwise specified as major   |
|             | violations;   |
| Other       | <ul> <li>failing to take reasonable steps to prevent a problem situation from occurring or, if<br/>it occurs, to prevent it from escalating to a more serious level;</li> </ul> |
|             | e) impeding any Chestnut Residence Staff member in the performance of their duties in   |
|             | relation to any possible offence. These include but are not limited to:   |
|             |   |
|             | i) not providing proper identification of oneself or one's guest to the   |
|             | Residence Staff / Security upon request. This includes showing one's  |
|             | room key when entering the elevator area, taking the escalator, or  |
|             | descending the stairs to the Concourse level.   |
|             | ii) failure to identify oneself to Security, or report a room lockout (ie.  |
|             | Sneaking into the residence building);  |
|             | ii) knowingly withholding information, or providing false or incomplete   |
|             | information to the Residence Staff;<br>iii) being uncooperative with a Residence Staff member, including  |
|             | fleeing from a situation and/or refusing to speak to them when  |
|             | requested;  |
|             | iv) impeding the investigation of a possible offence;   |
|             | <ul> <li>v) failing to report any damage witnessed by a resident to Residence Staff;</li> </ul>   |
|             | <ul> <li>failing to comply with or complete a sanction as outlined in the Chestnut Residence<br/>Community Standards pertaining to a minor violation;</li> </ul>                |
|             | g) failing to comply with or complete a mutually agreed upon expectation within the   |
|             | Chestnut Residence Roommate Communication Plan;   |
|             | h) failing to abide by the Chestnut Residence Food & Beverage Policy, or by taking food   |
|             | from the Chestnut Tree Dining.  |
|             |   |
|             |   |



## VI. SANCTIONS

The Residence Staff, in general the Residence Dons and the Residence Life Coordinators (RLCs), are responsible for monitoring the Residence Standards, and when necessary, for enforcing them. When necessary, the Assistant Dean, Residence Life and Dean of Residence will become involved. The normal range of penalties for violations of the Residence Standards include one or more of the following:

- Verbal Warning
- Written Warning
- Removal of Offending Property
- Suspension of Network Access
- Suspension of Residence Privileges
- Community Service
- Assessment of Cost(s) / Monetary Fine
- Educational Sanction
- Behavioural Contract / Probation
- Denial of Re-Admission
- Room Transfer
- Eviction from Residence / Housing Exclusion List

| VIOLATION  | SUGGESTED SANCTION<br>(MAY INCLUDE ONE OR ALL)  | STAFF   |
|--|---|---|
| Minor Offence:<br>(1st Offence - 3rd Offence)        | Verbal Warning<br>Written Warning<br>Removal of Offending Property<br>Assessment of Costs<br>Community Service<br>Monetary Fine<br>Suspension of Privileges<br>Educational Sanction | Residence Don<br>Lead Don<br>Residence Life Coordinator (RLC)<br>Assistant Dean, Residence Life<br>(ADRL) |
| Minor Offence: 4th Offence (and subsequent offences) | Treated as a Major Offence  | Residence Life Coordinator (RLC)<br>Assistant Dean, Residence Life<br>(ADRL)                              |



|                | Removal of Offending Property |                                  |
|----------------|-------------------------------|----------------------------------|
|                | Assessment of Cost            |                                  |
|                | Monetary Fine                 | Residence Life Coordinator (RLC) |
| Major Offenee: | Community Service             | Assistant Dean, Residence Life   |
| Major Offence: | Suspension of Privileges      | (ADRL)                           |
|                | Behavioural Contract          | Dean of Residence & Students     |
|                | Denial of Readmission         |                                  |
|                | Suspension and/or Expulsion   |                                  |

#### TYPES OF SANCTIONS

Sanctions may be used independently or in combination of any single violation. Repeated and/or multiple violations shall increase the severity of sanctions applied. A resident could receive any single or combination of the following:

Verbal Warning is notification given to an offending student at the time of the infraction.

**Written Warning** is a written notice given to an offending student indicating the date, time and nature of the offence.

**Removal of Offending Property** is when the offending property is removed by a Residence Office staff member from a resident's room. The staff member may return the property to the student following an investigation, provided that the student removes the property from the building permanently.

**Guest Ban** is where a student will be prohibited from having guests to the residence and/or their residence room. The Dean or his/her designate will write a letter citing the reasons for the sanction(s), the terms, and the length of time it will be in place.

**Community Service** is the provision of a service and/or hours of work, at no cost, which will benefit the Residence or University community. The type of community service will normally relate to the infraction.

**Fines** are monetary charges that may be issued to any student who is found to have violated the Chestnut Residence Community Standards. Repeat offences may result in increased fines. Any costs of clean-up will be additional to the fines of the offences itself.

| VIOLATION   | FINE / CHARGE |
|---|---------------|
| Possession and/or use of Illegal Drugs                | \$500 Fine    |
| Setting off a fire alarm                              | \$400 Fine    |
| Smoking in Residence                                  | \$300 Fine    |
| Opening or attempting to open a balcony door          | \$250 Fine    |
| Being out on a balcony                                | \$250 Fine    |
| Attempting to and/or lending out a Meal Card          | \$50 Fine     |
| Attempting to and/or lending out a Key Card           | \$50 Fine     |
| Failure to evacuate during a building-wide fire alarm | \$50 Fine     |
| Replacement Room/Mailbox Key                          | \$30 Charge   |



Other

Charge, at the cost of item

**Educational Sanctions** are designed to help facilitate an understanding of both the community standards, policies and procedures upon which the Residence Community Standards is based. They could include, but are not limited, to creating an educational program for the community, writing a reflection paper describing what the student has learned, successfully completing the Residence Community Standards Quiz, attending a topic-related workshop to the offence, and/or meeting with campus partners.

**Assessment of Cost(s)** is a payable charge to be made to another student(s) or to Chestnut Residence for any loss or damage to personal or Residence property.

**Behavioural Contract** is a set of behavioural expectations, terms and conditions that is developed with the student and signed by the Residence Life Staff member. With his/her signature, the student is agreeing to the expectations being placed upon him/herself and is aware that any breach of this contract constitutes an offence and may result in more serious sanctions, including the possibility of eviction from residence.

**Probation** is a formal notice informing the student of further restrictions on his/her behaviour in residence and that any kind of further offence may result in eviction within the proceeding 24 hours. The Dean or his/her designate will write the letter citing the reasons for the sanction(s), the terms, and the length of time it will be in place. The length and terms of the probation will be determined based on the circumstances. The student is ineligible to return to Chestnut Residence for two academic years.

**Room Transfer** for Disciplinary Reasons is when a student is required to transfer to another room when his/her behaviour is disruptive to his/her roommate but does not warrant eviction from the residence as a whole.

**Housing Exclusion List** is given to an individual who is denied the privilege to enter Chestnut Residence either on his/her own, or in the company of another student. The Housing Exclusion List individual is also prohibited from attending any events which occur outside of the building e.g. formals, bus trips, etc. The Housing Exclusion List individual found or seen in Chestnut Residence at any time will be subject to a charge by Campus Police under the Trespass to Property Act.

**Denial of Readmission** is levied in serious cases at the discretion of the Dean of Residence, or his or her designate. This sanction will be communicated in writing to the student, indicating the reason for the sanction and the period of time for which it will be in effect.

**Eviction** is when a student is required to leave residence within a time period determined by the Dean or the Dean's designate of Chestnut Residence. The time period will be commensurate with the seriousness of the offence, usually 24 hours, and reflect assessment of the risk to persons and property within the hall if the student were to remain. Students evicted from residence will not be eligible for readmission to residence. Eviction from residence is always accompanied by a declaration that the

All sanctions that are defined above are residence sanctions only. Residence sanctions do not affect nor appear on a student's academic record.



student is placed on the Housing Exclusion List. The student will receive a letter outlining the reason(s) for the eviction as well as any terms and conditions related to his/her removal from residence. The evicted student will not be eligible to receive any adjustments/refunds of their residence fees. The evicted student is also added to a Banned Student List which indicates that they are prohibited from visiting Chestnut Residence or being on residence property.

## VII. PROCEDURES

#### **DOCUMENTATION & INVESTIGATION**

The incident(s) will be documented by or reported to (formally in writing or informally in person) a Chestnut Residence staff member. An Incident Report (IR) will be filed. The student will have an opportunity to read the IR and discuss with a Residence staff member. If a meeting is required, the resident will be notified, and will meet with either a Residence Life Office staff member, or a Lead Don.

Investigation meetings will occur in person when possible, but due to Covid-19 social distancing concerns and Public Health recommendations, meetings can occur over a digital format, such as Zoom or Microsoft Teams. Once an investigation has been completed, the Residence Life Coordinator or designate will make a decision regarding the incident, and whether any sanctions will be laid against a student and will communicate the decision and sanctions, in writing, to the student.

#### APPEALS

Appeals against a decision or sanction made by the Residence Life Coordinator or designate must be lodged in writing within 5 calendar days of notice of the decision/sanction letter. A letter of appeal may be forwarded to the Assistant Dean, Residence Life (<u>chestnut.life@utoronto.ca</u>). The Dean or Dean's designate may grant an appeal based on:

- a) Perceived flaw in the investigation process;
- b) New information coming to light;
- c) Perception that the sanction is not appropriate and/ or relevant to the offence committed.

Should a student wish to appeal the decision of the Assistant Dean, Residence Life, appeals may be heard by the Dean of Residence. Only appeals of Major Offences will be heard at this level. The Dean's decision is considered final.

If a submitted appeal is determined to have no grounds, the appeal may be denied on that basis and the sanction(s) will stand.

In those cases where the allegations of behaviour are serious and could constitute a safety concern to other members of the residence community, the resident may be required to comply with the sanction during the course of the appeal process.

#### RESIDENCE APPEALS POLICY

Residents wishing to appeal a fine, charge or disciplinary sanction must submit the Appeal Form through StarPortal to the Residence Life Office within thirty (30) days of the dated document.



The Appeal Form can be found on StarPortal (https://starportal.utoronto.ca). Residents are advised to pay their Residence Fees while their appeal is being reviewed in order to avoid service charges in their ACORN balance as the Residence Life Office does not adjust service charges incurred.

Decisions by the Residence Life Office and/or by the University, other than those relating to the imposition of a fine, charge or disciplinary sanction, are not appealable.

#### **MISCELLANEOUS**

Complaints about infractions of the Chestnut Residence Community Standards by a fellow resident should be made to their Don, or to the Residence Office. Residents are encouraged to attempt to settle disputes amongst themselves in a mature nature before lodging complaints. Subject to the approval of the Dean, both the Residence Council and a Floor may make additional regulations/standards that will be binding on their constituents.

At each stage of decision-making, under the Community Standards, the onus of establishing that there has been a violation of the policy or misconduct by the student shall be on the University authority. Decisions will be based on a preponderance of evidence, meaning the evidence shows it is more likely than not the alleged violation occurred. The degree of probability should be proportionate to the seriousness of the allegations and the gravity of the potential sanctions.

In the event of any discrepancies between versions of this document, the online version is to take precedence and be considered as the correct version.

## VIII. APPENDIX

#### Appendix A: Statement of Student Rights & Responsibilities

Chestnut Residence regards and treats students as responsible individuals who are free to organize their own lives, behaviour and associations, subject to the laws of the land and to University regulations. These laws and regulations exist in order to ensure the rights of all members of the community. With respect to students, these rights, and the responsibilities that accompany them, include, but are not limited to, the following:

- Chestnut Residence celebrates the diversity of all and the individuality of each of its members. It is consistent with the principles of equality and the celebration of diversity that all persons associated with the Residence and the University be treated with respect and dignity by all residents. To uphold such principles, an acceptance of individual differences, regardless of any person's abilities, gender, race, religion, ethnic background, sexual orientation or personal beliefs, must be practiced by all community members.
- 2. Students retain all their ordinary RIGHTS as a citizen when they become a member of the residence community. They also continue to have the RESPONSIBILITY to abide by all Federal, Provincial and Municipal laws and regulations, as well as the policies of their own institution. Their institution may decide to impose and enforce its own discipline procedures, pursuant to its policies, in addition to any enforcement procedures of civil authorities.



- Pursuant to the laws of Canada and Ontario, residents have the RIGHT to the safety and security of their own person in an environment free from harassment, intimidation, discrimination or assault. They have the RESPONSIBILITY to treat others with respect and to refrain from acts of harassment, intimidation, discrimination or assault.
- 4. Pursuant to the laws of Canada and Ontario, residents have the RIGHT to the safety and security of their own personal property. They have the RESPONSIBILITY to refrain from acts of theft, willful destruction or vandalism of the property of others.
- 5. Chestnut Residence recognizes and affirms the right of all individual residents to their privacy. The strength of the residence community, however, comes from the interaction of its members. The Residence believes that all residents can contribute to the personal, social and educational life of the residence by drawing on their individual talents and experiences. In fact, the Residence considers such contributions from every resident essential to the privilege of their continuing in residence in subsequent years.

#### Appendix B: Chestnut Residence Guest Policy\*

- 1. As of May 2022, residents are permitted one guest at Chestnut Residence due to COVID-19 until further notice.
- 2. All guests must be signed in at the Front Desk by producing a government issued photo ID to receive a Guest Pass. The guest pass must always be carried and is dated and expires at noon the following day.
- 3. A student may host a maximum of 4 guests at a time.
- 4. A resident must accompany his/her guest(s) at all times and take full responsibility for the conduct of his/her guest(s) on the premises.
- 5. Arrangements for a guest to remain overnight may be made providing prior agreement is reached with roommate, fellow resident(s), and the Floor Don.
- 6. A violation of the Chestnut Residence Community Standards by a resident's guest constitutes an offence within the Residence by the resident.
- 7. No guest may stay in the residence for more than three consecutive nights and for no more than a total of ten (10) nights during the Occupancy Period.

#### Appendix C: Chestnut Residence Key Policy

- Each resident will receive one keycard for their room, giving admission to the Residence, one mailbox key, and one laundry card. The keys/key – cards shall be returned by the resident to the University on or before the vacating date. The resident will not lend or duplicate, nor permit duplications of or be in possession of a duplicate of any of the keys/key- cards. If a mailbox key or keycard is lost, \$30.00 will be charged to their ACORN or residence account. If a laundry card is lost and not handed in at the end of the academic year, a charge of \$10.00 will be applied to their student account.
- For 6 to 9 lockouts, the resident's ACORN or Residence Account will be charged \$20.00 per lockout and on the 10th and any subsequent lockout, the resident's ACORN or Residence Account will be charged \$30.00 per lockout. A resident will be charged \$20.00 per lockout for not returning a One Time Use Key within the allotted one-hour window.
- 3. The University shall have the right to retain and use a master key/keycard giving its representatives access to the room for the purposes permitted hereunder or by law. The



resident shall not be in possession of a master key/keycard or any other key/keycard pertaining to the residence without the permission of the Dean.

- 4. The resident will not under any circumstance change the lock or add a lock or locks to the door of the room. This includes the balcony door.
- 5. After the vacating date, the University shall have the right to enter the room and change the lock without notice or liability to the resident and without providing the resident with a key/keycard for the new lock. The University has no responsibility for any possessions of the resident or of any other person left in the room or the residence after the vacating date. The University has the absolute right to dispose of such possessions ten (10) days after the vacating date without any liability to account to the resident therefore.

#### Appendix D: Internet Policy

Illegal download and/or distribution of copyrighted materials is subject to the following sanctions, to be imposed by the residence office:

- A. First offence: denial of total network access until agreement is signed;
- B. **Second offence**: denial of total network access for one week following agreement being signed;
- C. Third offence: denial of total network access for one month following agreement being signed;
- D. Fourth offence: denial of total network access for the remainder of the academic year;

The complete guidelines can be found at <u>https://chestnut.utoronto.ca/current-residents/resident-agreements/</u> under "Network Usage Agreement".

#### Appendix E: Food & Beverage Policy

- Food Services personnel require appropriate identification from a resident for entry to the Chestnut Tree Dining Room. Your T-Card is your meal card. Your T-Card must be in full working order at all times to gain access to the dining hall. For Non-U of T students, your meal card is also your student card. All cards are not transferable under any circumstance.
- 2. Students must dispose of waste and compost and return their dishes in the appropriate manner.
- Residents are not to be on the 2nd or 3rd floors (the floors managed by the Catering Department) unless they have been invited to attend an event or have received permission from the Residence Staff.

#### Appendix F: Chestnut Residence Damage/Loss Policy

- 1. A resident bears financial responsibility for loss and/or damage caused to his/her room and its furnishing including his/her keys/key card.
- 2. Residence floor(s) bear collective responsibility for loss and/or damage occurring within the limits of the floor(s) and for loss and/or damage occurring elsewhere in the Chestnut building during, or as a result of, an event sponsored by the floor(s).
- 3. The Residence Office may require the floor(s) concerned and/or the Residence Council to pay for the reparation of such loss and/or damage.
- 4. Any loss and/or damage must be reported to the Don or the Residence Life Office within 24 hours.



- 5. The University bears no responsibility for damage to or loss of a resident's private property. The University's insurance policies do not cover a resident's private possessions. Students are strongly encouraged to acquire Personal Insurance.
- 6. The resident will be responsible for cleaning and restoring the room by the vacating date to the condition in which it was at the commencement of the Occupancy Period, normal wear and tear expected, and will reimburse the University for the cost of cleaning and restoration upon failure of the resident to maintain an ordinary state of cleanliness at any time during the Occupancy Period or to leave the room in a clean and restored condition on the vacating date.

#### Appendix G: Chestnut Residence Statement on LCBO Deliveries

Front desk will *not* sign for LCBO packages and it is the resident's best interest\*\*\* to avoid choosing home shipping if they decide to order online.

\*\*\*LCBO packages are clearly labelled as being from LCBO and ID and signature is required for delivery. If a delivery arrives at Chestnut Residence, the Front Desk staff will not sign for it. If the delivery person wishes to call the recipient at the phone number provided at the time the order was placed, they may do so and have the resident come down to receive the package themselves. Note, Chestnut Residence staff will not provide any resident's phone numbers to delivery personnel. If the delivery person does not want to call the resident, or if the resident is not available at the time of delivery, the parcel will be returned to the depot, and the resident will need to arrange for pick-up themselves.

#### Appendix H: Cannabis Legalization

- 1. Smoking cannabis is not permitted in residence as Chestnut Residence remains a completely non-smoking building. Smoking and smoking-related activities are not permitted anywhere inside the residence, including student rooms; common areas, and dining areas.
- 2. Smoking of any kind is not permitted within 9 metres of any residence entrance including the front entrance and emergency exits
- 3. As per the Province of Ontario's Cannabis Act (2017), students who are over the age of 19 at Chestnut Residence may possess up to 30 grams (1 ounce) of legal cannabis within their private residence room. Cannabis is not permitted in any common areas within the residences (e.g. common rooms, laundry rooms, study rooms, dining areas).
- 4. Cannabis plants are not permitted to be grown in residence.
- 5. Cooking with cannabis is not permitted in residence. Additionally, cooking or baking of any kind is not permitted in student residence rooms.
- 6. In line with the policy outlined in Appendix G regarding LCBO deliveries, the Front Desk will also not accept deliveries of cannabis on behalf of residents.
- 7. Medical cannabis is subject to different regulations than recreational cannabis.
  - a. Students who require the use of medical cannabis should register with <u>Accessibility</u> Services in order to develop an accommodation plan with an Accessibility Advisor.
  - b. If you require assistance connecting with Accessibility Services, please contact the Residence Life Office at <u>chestnut.residence@utoronto.ca</u> or 416.585.3160.



#### Appendix I: Chestnut Residence Photo & Video Recording Policy

- 1. A resident may not take photos or record any videos within the common areas of Chestnut Residence without the prior consent of the residents in the respective space (those who may be included in the photo / video inadvertently).
- 2. A resident may take photos or videos in common areas of the residence for personal use only when the primary subject in the photos and / or videos is themselves (an individual) or with other individuals immediately connected to the resident taking the photo or video.
- 3. At times Chestnut Residence staff may refuse a resident the act of taking photo(s) or filming for safety and security purposes in common areas.
- 4. At times Chestnut Residence staff may take photos or videos of a specific event or program sectioned by the Residence Life Office for promotional purposes. In such cases a notice will be provided and residents will be given the option to opt out of having their photo or video taken.

Appendix J: COVID-19 Terms and Conditions

- If a resident suspects they are developing symptoms of COVID-19 or have been in contact with someone who has tested positive for COVID-19, they are expected to immediately self-isolate. Students must also update Chestnut Residence, via the "<u>Students Report Illness</u>" form, to ensure that proper steps can be taken to ensure the safety of the Resident and impacted communities.
- 2. Residents should seek medical attention immediately if symptoms, such as difficulty breathing or shortness of breath, persistent pain or pressure in the chest, confusion or inability to rouse, or bluish lips or face, develop.
- 3. If you've been advised by a public health authority that you've tested positive for COVID-19 please contact <u>ess.occhealth@utoronto.ca</u> and <u>chestnut.residence@utoronto.ca</u> immediately. Please also contact your regular health-care provider to inform them.
- 4. Residents must comply with all COVID-19 restrictions and guidelines as outlined by the Ontario Government, the City of Toronto, the University of Toronto, and Chestnut Residence. Failure to comply will result in sanctions. For more details on Sanctions, please see section VI. Sanctions.
  - a. Maintain physical distancing protocols, including but not limited to remaining at least 2 meters apart from others unless currently residing with one another.
  - b. Wear a mask or face covering while in any shared space in residence. This includes hallways, common rooms, the dining hall, and washrooms (when reasonable).
  - c. Residents must wear a mask or face covering when staff enter a resident's room. This includes, but is not limited to Residence Dons, Housekeeping, Residence Life Office staff, Maintenance and contractors.
  - d. Residents will be permitted one visitors/guests attend the residence. For move-in, please see <a href="https://chestnut.utoronto.ca/">https://chestnut.utoronto.ca/</a> for more information on guests
  - e. A maximum of three (3) visitors from the residence may visit in a student's room for a total maximum of 4 people in the room.
  - f. Residents must follow all posted signage (i.e., physical distancing guidelines, maximum number of students in a given space, etc.)





5. Continued misuse and violation of common spaces, with regards to public health guidelines, may result in sanctions and/or temporary or permanent closure of common spaces.