Student Housing Handbook

COLLEGE OF THE ROCKIES

# **College of the Rockies Student Housing Handbook 2024/2025**

Welcome to Student Housing at College of the Rockies, your home away from home! Student Housing is located on the traditional territory of the Ktunaxa Nation. We are immensely grateful for the traditional lands we have the honour of working, studying, and living on.

Whether you're coming to campus for the first time, or you've already been living in student housing for a few years, we're delighted to have you as a part of our community.

This handbook serves as your guide to navigating student housing at College of the Rockies. Packed with essential information, it's designed to help you understand the rules, expectations, amenities, and services available to help you make the most of your time on campus. It includes everything from guidelines on communal living to information about available resources. It also outlines your rights and responsibilities as a member of this community.

It's our hope that your time in student housing is not only comfortable but also supportive, fun, and educational. Should you ever have any questions or concerns, the housing team is here to assist you every step of the way.

We take pride in fostering a supportive and inclusive environment where every student feels valued and respected. We encourage you to embrace the sense of community that makes student housing special by getting involved on campus and coming to events and programs happening in the buildings.

On behalf of the Student Housing team, welcome (or welcome back)! We're so glad you're here.

Sincerely,

Meghan Reiser Student Housing Coordinator

Monica Haggi Student Housing Operations Specialist

Jheanell Williams Student Housing Assistant

Student Housing Services College of the Rockies

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# **Hours of Operation and Contact Information**

### **Student Housing Office:**

Office Hours\* Monday to Friday from 8:30 am to 5:00 pm Saturday and Sunday and Statutory Holidays – closed \*Hours are subject to change

Phone Direct: 250-489-8282 Toll Free: 1-877-489-2687 ext. 3282

Email: housing@cotr.bc.ca

Student Housing website: <u>cotr.bc.ca/student-life/student-housing/</u> Student Housing software system: <u>cotr.erezlife.com/login/</u>

### **Community Leader On-Call**

Monday to Friday: 5:00pm to 8:00am Saturday, Sunday, and Statutory Holidays: 24 hours a day

## Need urgent assistance after office hours? Please call the Community Leader On-call at 250-420-1820

# **Important Dates**

- Security deposit and first month's rent for Fall 2024 due
- August 10: Remainder of Fall 2024 student housing fees due
- August 30 & 31: Move-In Days for Fall semester
   (for information on early and late move-ins, please sections 1.19 and 1.20)
- September 1: Mandatory Student Housing Orientation
- December 20-January 2: Winter Break Closure (see section 1.15)
- November 10: First month's rent due for Winter 2025
- November 15: Housing applications for Summer 2025 and Fall/Winter 2025-2026 open
- December 10: Remainder of Winter 2025 student housing fees due



# Part 1: Housing Contract General Terms and Conditions 1.01 Definitions and Interpretation

In this Handbook:

- the resident will be referred to as "you", "your", "resident", "residents", "student", or "students";
- "accommodation" and "your room" refers to the unit within Student Housing at College of the Rockies for you to reside in, and may be changed from time to time in accordance with the terms of this Housing Contract and it refers to your entire living space including your bedroom, living room, and the shared kitchen and bathroom in your unit;
- an "assessment" means a bill for an amount, determined by the College, that you owe to the College on account of one or more of the following: any damage to, repair of or loss of college property (including your keys) or extraordinary services, cleaning, administrative or other costs you or your guests cause to Student Housing whether through accident, neglect, or intent;
- "Student Housing" is defined as all units, common areas (shared kitchen, laundry rooms, study rooms), parking lot, bicycle storage, barbeque patio areas, designated smoking areas, and the grounds immediately surrounding all Student Housing buildings;
- "fees" means the housing fees plus all other amounts payable by you pursuant to this Housing Contract, including, without limitation, the security deposit, rental fees, all assessments, costs, interest, and amounts owing as a result of any breach of this Housing Contract;
- "guest" refers to anyone whom a housing student accompanies, invites, or admits into Student Housing;
- "move-in date" unless otherwise agreed in writing by you and an authorized representative of College of the Rockies Student Housing, means the date sent to you by email from Student Housing;
- "move-out date" unless agreed in writing by an authorized representative of Student Housing, means 72 hours after your last final exam listed on the Registrar's final exam schedule, or, in the case of students that do not have exams listed on the Registrar's final exam schedule, the move-out date will be the last day of classes listed. Final exams listed by instructors on course outlines, as well as final projects/assignments are not considered final exams for the purpose of determining your move-out date.
- "housing fees" means the housing fees applicable to your accommodation, as published by Student Housing from time to time at https://cotr.bc.ca/student-life/student-housing/
- "College" and "COTR" mean the College of the Rockies. Student Housing is a department of the College and has the power and authority to act on behalf of the College in respect to this Housing Contract.

## **1.02 Binding Contract**

**Prior to moving into your accommodation, you must review, e-sign and submit your signed Student Housing Contract on the** <u>eRezLife website</u>. By signing the Housing Contract, you are entering into a contract with the College and agree that you will comply with the terms and conditions set out in the Housing Contract, all municipal, provincial, and federal laws, COTR policies, the Community Standards, and the terms, conditions, policies, and processes in this handbook. If any discrepancies should arise between the Housing Contract and any verbal communication or written publication released by Student Housing, the Housing Contract will govern.

You agree that the Housing Contract creates a licensee/licensor relationship. The Residential Tenancy Act of British Columbia does not apply to a student Housing Contract or to the occupation of your accommodation. This is expressly stated in the Residential Tenancy Act of BC.

### **1.03 Housing Contract changes**

During your Contract term, the College can change or remove any part of this Housing Contract or add new parts. They'll let you know about these changes by sending an email to your student email address and/or the email listed on your housing account, or by leaving you a written notice in your unit.

These changes will come into effect on the date mentioned in the notification. If there's no date mentioned, the changes will be effective one week after the notification was sent. Please note that changes may be implemented immediately if Student Housing thinks it's necessary for health or safety reasons.

### 1.04 Contract term

The Housing Contract starts on your move-in date and ends on your move-out date. You must vacate and give back your room to the College on your move-out date.

For students moving out at the end of a term (e.g. move out in December or April), your moveout date is 72 hours after your last final exam listed on the College's final exam schedule. If you do not have exams during the College's final exam schedule, you need to move out no later than 72 hours after the last day of classes as per the Academic Calendar.

If you would like to stay in housing longer than your planned move out date, you must get permission from Student Housing. This might mean filling out another housing application. Extensions are considered based on availability, and if approved, you'll be charged either nightly, weekly, or monthly, depending on your length of stay.

For students whose programs do not align with the typical academic term (Sept-Dec, Jan-Apr, May-Aug), please contact Student Housing Services to confirm your move-out date.

Students that wish to stay on campus for Spring/Summer or for the following academic year (Fall/Winter) must complete a new housing application for each of these terms. Students living on campus do not receive priority and room assignments are offered on a first come, first served basis according to application date.

## **1.05** Compliance with Laws and College Policies

By signing this Housing Contract, you agree to follow all federal, provincial, and local laws, as well as the rules and regulations set by the College. This includes policies and rules from Student Housing and the College's policies about non-academic student behavior. If there's ever a conflict between what's written in this Housing Contract and any other Student Housing publication, this Contract's rules will be followed. College policies can be found at cotr.bc.ca/about-us/college-policies/

You also agree that this Contract will be interpreted and enforced according to the laws of British Columbia and any relevant Canadian laws.

## 1.06 Protection of privacy

When you sign a housing contract with the College, any personal information collected will be protected according to the Freedom of Information and Protection of Privacy Act (British Columbia). This information will be used to create and maintain records for Student Housing. It helps determine if you are eligible for housing and is used for related purposes.

If your application is accepted, this personal information will be used to manage Student Housing services and for related purposes. If you have questions about how this information is collected or used, you can contact us at <u>housing@cotr.bc.ca</u>.

Personal information held by Student Housing will only be shared with College employees and administration. We will not share this information with anyone outside the College, including parents, family, or friends, without your written consent, unless permitted or required by law.

### 1.07 Force Majeure

The College will provide accommodation according to the terms in this Housing Contract, as long as it is reasonably possible to do so. If the College cannot fulfill or is delayed in fulfilling its obligations under this Contract due to reasons beyond its control, it will not be held responsible during that time. You will not receive a refund or compensation because of this.

Some examples of reasons beyond the College's control include:

- a natural disaster, fire, flood, storm, epidemic or power failure,
- a war (declared and undeclared), insurrection or act of terrorism or piracy,
- a strike (including illegal work stoppage or slowdown) or lockout, or
- a freight embargo
- New or amended federal, provincial, or local laws, regulations, bylaws, or policies, and/or
- The failure to provide any utility to the accommodation, or a reduction in the quality or quantity of a utility, whether such utility is provided by the College or by third party providers.

## **1.08 Liability and Indemnity**

The College is not responsible for any loss, theft, or damage to your property or your guests' property, whether it happens in student housing or anywhere else. The College is also not responsible for any injuries, deaths, damage, or losses that happen to you or your guests while you are in student housing, on campus, or participating in College-sponsored activities. This includes situations like using student housing facilities and equipment, attending social events, or going on College-sponsored trips or activities off-campus (like ski trips or tours). By signing this Contract, you agree not to do anything that could make any insurance policies the College has invalid. You also agree to cover any expenses, losses, or damages the College might have because of your actions or as a result of not following the terms of this Contract.

You must indemnify and save harmless the College and the College's employees and agents from any loss, claim, damage award, action, cause of action, cost or expense that the College or any of the College's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by any act or omission by you in connection with this Agreement or any representation or warranty by you being or becoming untrue or incorrect.

## 1.09 Eligibility

To live in student housing, you need to be enrolled as a full-time student. The College defines a full-time student as a student with a minimum 60% course load in any full-time program (40% for students with a reduced course load accommodation from Accessibility Services). Individuals who do not meet this criteria may be able to live in student housing when space permits.

If your student status changes, you are responsible for letting Student Housing know within seven (7) days of the change, as this may impact your eligibility to live in student housing. You can do this by sending an email to <a href="https://www.housing@cotr.bc.ca">housing@cotr.bc.ca</a>. If the change means you are not eligible to stay in housing anymore, you will need to move out within thirty (30) days of the change.

If you cannot maintain full-time status for medical, family, academic, or compassionate reasons, you can ask for permission from Student Housing to stay in housing. You will need to write a letter explaining your situation and provide any documents that support your request. Student Housing Services checks students' full-time status regularly with the Office of the Registrar.

If you want to apply for housing for the next term, you can do so when applications open on November 15th. Student Housing processes applications and assigns rooms on a first-come, first-served basis, with priority given to full-time students enrolled in a full year program. You will need to fill out an online application form and pay a \$35 fee for each academic year (September to August). You are also required to submit a housing application if you wish to stay on campus during the Spring/Summer semester.

Returning students will be accepted based on available space if they meet the following criteria:

- They are in good financial standing with COTR Student Housing.
- They have shown responsible care of their unit.
- They are in good behavioural standing with COTR Student Housing.

If you are not in good behavioral standing, you will be notified and may be asked to show how you have positively contributed to the community in the past. You may also need to explain your plans for being a positive part of the community in the future.

If you do not meet one or more of the eligibility requirements, you will receive a letter outlining the reasons. You can choose to meet with the Student Housing Coordinator or Operations Specialist to discuss your eligibility further.

If you are not offered a room because of a lack of availability, you will receive an email letting you know you have been placed on the waitlist.

## 1.10 Assignment and unauthorized occupancy

Only you can stay in the accommodation provided. Your unit cannot be assigned, sublet, lent, or otherwise shared with another person. Doing so breaks the terms of this Housing Contract and may result in the eviction of both you and the other person(s) occupying or sharing your accommodation. (Please also see <u>section 3.02</u> for Community Standards regarding Guests).

## **1.11** Cancellation of the Housing Contract before move-In date

To cancel the Housing Contract before the move-in date, you must give written notice of cancellation to Student Housing at <a href="https://www.housing.cotr.bc.ca">housing@cotr.bc.ca</a>. Notice must be given one full calendar month, as calculated from the first of each month, in advance to qualify for a refund. For example, cancellations for September must be made by July 31 to qualify for a refund.

If you believe that you should receive an exemption from the cancellation provisions, please email <u>housing@cotr.bc.ca</u>.

To receive an exemption, you must demonstrate that:

- You were not admitted to the College; or
- You have a substantiated medical condition preventing attendance at the College; or
- You were not approved for a study permit/visa e.g., denial/rejection; or
- The College has cancelled your courses.

## **1.12 Termination of the Housing Contract after move-in date**

You may only terminate this Housing Contract after the Move-In Date with written notice of cancellation sent to Student Housing at <a href="https://www.housing.cotr.bc.ca">housing@cotr.bc.ca</a>. Notice must be given one full calendar month, as calculated from the first of each month, in advance to qualify for a full refund. If advance notice is not provided, the student is responsible for paying one additional month of rent after moving out.

If you do not notify Student Housing of your move-out and fail to complete the move-out procedures, the Housing Contract will continue in force, and you will be assessed housing fees until your scheduled move-out date.

## **1.13 Termination of the Housing Contract by the College**

The College may terminate this Housing Contract if at any time:

- You fail to pay when due any of the housing fees stipulated in this Housing Contract,
- You fail to pay when due any assessments or damages assessed pursuant to the terms of this Housing Contract,
- The College becomes aware that the offer of accommodation made to you was based on incorrect information or a mistake as to your eligibility for housing in your accommodation,
- You no longer meet the eligibility requirements for housing in your accommodation,
- You have breached any provision of this Housing Contract, Community Standards (see <u>section 3.02</u>) or any other College rules, policies, or procedures as may be issued, amended, supplemented, or replaced.

In the event of termination of this Housing Contract and/or eviction, you will remain indebted for any fees, assessments or damages accrued pursuant to the terms of the Housing Contract and any that may arise from or be related to your occupation, use of, and departure from your accommodation or otherwise from your failure to comply with the terms of the Housing Contract.

The decision of Student Housing to evict a student for any the following reasons is final and not subject to appeal:

- Failure to pay housing fees, assessments, damages, or monies owed to the College when due,
- You do not meet eligibility requirements.

Students evicted for a reason other than those listed above, including violations of the Community Standards, can appeal according to the appeals process set out in <u>section 3.06.</u>

### 1.14 Overholding

If you remain in occupation of your accommodation or are in any accommodation without authorization after the move-out date or your eviction date, no new right of occupation is thereby created and the College may, without notice, re-enter and take possession of your accommodation, remove you and all other persons and property, and use such force and assistance as the College deems necessary to retake possession of your accommodation. In such an event, you will be held liable for the college's expenses, damages, and costs.

If the College expressly grants its approval to your continued occupation of your accommodation and accepts payment of housing fees for that occupation, then any right of occupation that is thereby created shall be for the period contained in such approval, at the housing fees previously payable for your accommodation and subject to the terms of this Housing Contract, as applicable for the occupancy period.

### **1.15 Housing closure — Winter Holiday Break**

During the winter break (December 20, 2024 - January 2, 2025) both the College and Student Housing are closed. If you are living in housing for both the Fall and Winter terms and want to stay during this break, you need to ask for permission by filling out a "Winter Break and Student Housing" form on <u>eRezLife</u>. You are only allowed to stay in student housing during the Winter break if you have been granted permission to do so.

Before leaving for the winter break, you must ensure that all windows in your unit are closed. College staff may enter your unit during this time to check that all windows are closed as outlined in <u>Section 1.36 (Room Entry)</u>.

### **1.16 Roommate assignments**

You can create a roommate group through <u>eRezLife</u> from November 15th, when applications open, until March 1st, when room assignments start. While we try our best to accommodate roommate requests, we cannot guarantee them. Please keep in mind that requests made after March 1st might not be considered.

When assigning rooms, we consider your gender, program of study, and the information you provided on your housing application, including your profile, age, roommate requests, and personal preferences.

We do not discriminate in room or roommate assignments based on race, color, religion, place of origin, ancestry, or sexual orientation.

We do not release roommate information before check-in for privacy and operational reasons.

### 1.17 Roommate or room assignment changes

At any point during the contract period, Student Housing may, without notice, decide to assign or change roommates, alter accommodation assignments, or consolidate vacancies by asking you or other students to move to a different room. This could involve moving to a different building, unit, or floor.

### 1.18 Move-in and Orientation

Students must move in on their designated move-in date and time (See <u>sections 1.19 and 1.20</u> for early and late move-ins). Student Housing will email you with information about your designated move-in date and time.

The COTR Student Housing office is in Purcell House (2700 College Way, Cranbrook, BC) next to the running track.

Students checking in during business hours should come to the Student Housing Office. If you are checking in after business hours, please call the Community Leader on shift at 250-420-1820 30 minutes before you arrive.

#### **Mandatory Online Orientation**

Before arriving, you need to complete the mandatory online Student Housing orientation. The Student Housing office will not give you keys unless you have completed this training.

Please allocate approximately 6 hours for the online orientation.

There is a lot to learn about living in student housing. Our online orientation provides you with valuable tips for transitioning to living on your own, along with an overview of the responsibilities that come along with this. You will also learn the Community Standards (rules) we live by, how to get something fixed, how we keep the campus and building safe and so much more. The online orientation also includes "Safer Campuses for Everyone" a module on Sexualized Violence prevention and response.

#### **Mandatory in-Person Orientation**

Our in-person orientation is scheduled for Sunday September 1<sup>st</sup>, and is also mandatory for all students. During Student Housing orientation, you will:

- Attend a Building / Floor Meeting with your designated Community Leader
- Have a Pod Meeting with your roommates
- Complete and submit a Pod Agreement

Student Housing Orientation is a chance to meet other students in the community, get to know the Student Housing staff, learn about the services available to you, and have fun! A full calendar of events will be posted in each building and discussed in the Floor/Building Meetings.

Attending Student Housing Orientation is essential to getting the information you need to know while living in housing. All students must attend their designated sessions.

### 1.19 Early move-in

If you would like to move in before the scheduled move-in dates, you can email <u>housing@cotr.bc.ca</u> to request an early move-in. We are not always able to accommodate early move-ins. If we can, you will be responsible for paying the daily/weekly rental rate.

If you are requesting an early move-in to participate in an approved College activity, you may be exempt from paying early move-in fees. Some examples of the activities that may qualify for this exemption are Jumpstart Orientation, Community Leader Training, Avalanche Volleyball Training, and International Student Orientation. If space allows, you would be able to move in the day before the start of the activity without paying early move-in fees.

Students who arrive for an early move-in without prior approval from Student Housing may not be able to be accommodated. In this case, you would be responsible for finding alternative accommodations until your scheduled move-in date. If we are able to move you in that day, a \$150 administrative fee will be applied as well as the daily/weekly charge until your scheduled move-in date.

### 1.20 Late move-in

Written notice is required if you plan to arrive after your designated move-in date. Failure to notify Housing Operations of a late move-in may result in a \$150 administration fee. If you have not moved in five business days after your designated move in date, your Housing Contract may be cancelled, and your accommodation reassigned to a student on the waitlist. Please email housing@cotr.bc.ca to provide notice of a late move-in.

### 1.21 Moving out

The move-in and move-out process must be followed even if you are staying in housing and changing rooms mid-semester.

Moving out of your accommodation means:

- Confirming with Student Housing your move-out date;
- Removing all persons and belongings by the move-out date;
- Cleaning your unit, including the common spaces, and,
- Completing the checkout procedures emailed to you by Student Housing.

If you do not complete the steps above it will be considered an Improper Move Out. When moving out, all personal belongings must be removed, all garbage and recycling must be disposed of properly, and the room must be in the same condition as when you took possession.

Charges for housing fees will continue until you return all assigned keys. You will be invoiced for losses, damage, special cleaning, or maintenance required as a result of your occupancy. You will have 14 days from the date you receive your invoice from Student Housing to make the payment; a hold may be placed on your COTR student academic account until payment is received.

Improper move-outs are subject to a \$150 improper move-out fee, as well as additional cleaning fees determined using the hourly cleaning rate (see <u>section 1.28</u>).

#### Move-out cleaning:

Following move out, cleaning charges will be assessed for each unit. Additional cleaning charges may be deducted from your security deposit if you have not made a notable attempt to clean your unit. Cleaning charges for the common spaces of your unit will be shared by roommates.

#### **Cleaning or replacement Fees:**

Fees will be assessed based on the time required by our janitorial staff to clean the unit or room at the current hourly cleaning rate (see <u>section 1.28</u>)

You will be notified by email of any cleaning charges added to your housing account. See <u>section 1.26</u> for information on fee payment.

### **1.22** Room Condition Reports for move-ins and move-outs

Student Housing inspects your accommodation before your move-in to assess your unit's condition. This information is recorded on a Room Condition Report in <u>eRezLife</u>. This form will be available to you on your <u>eRezLife</u> account after you move in.

It is your responsibility to review and submit the room condition report provided to you within 3 days of moving in to ensure the report is accurate. When you move out, another inspection is completed and compared to the original.

You are financially responsible for any damage or losses to your unit and room or its contents, as well as for its cleanliness upon vacating. You will be assessed for any missing items, damage, or anything that is not considered normal "wear and tear", and for any extra cleaning required. All charges for damage to common areas in housing (laundry rooms, elevator, hallways, common rooms, etc.) will be split equally among the occupants of the building or floor, if the damage cannot be traced to those directly responsible.

When damages are assessed, it includes the external door and three feet around the door frame and hallway.

### **1.23** Room change requests

To request a room change, you will need to fill out a "Room Change Request" form on <u>eRezLife</u>. However, we can't guarantee that your request will be approved due to operational reasons.

Here are some things to consider:

- We will do our best to accommodate your requests, but we cannot guarantee your request, or a specific room or roommate.
- All transfer requests must be approved by Student Housing and are processed based on when they are received and operational needs. We will let you know if your request is approved.
- There is a \$50.00 processing fee for all room changes which must be paid prior to changing rooms.

If you are asking to change rooms because you are having issues with your roommate(s) that you cannot resolve, you must talk to the Housing Coordinator before being approved for a room transfer. They will try to help resolve the problem within your unit before approving a transfer. This could include meeting with you and/or your roommate(s) to determine whether the problem can be resolved with a change to your pod agreement.

### **1.24 Cleanliness Standards while living in Housing**

Students are responsible for keeping their units clean. This means taking care of everything from doors to floors, including kitchens, bathrooms, bedrooms, cupboards, and appliances. While we always try to provide advance notice of move-ins, if you have an empty room in your pod, it is possible you could have a new roommate arrive with little to no notice. Because of this, it is important the shared spaces are kept clean so that new students moving in feel comfortable and welcomed. Vacant bedrooms must be kept empty and cannot be accessed by other students in the pod.

Each student is responsible for ensuring their room and the shared spaces in the pod are cleaned before they move out. We recommend that you speak with your roommates to set up a cleaning schedule. A recommended schedule is provided during orientation to assist with that discussion.

Damage or unreasonable mess may result in an assessment of cleaning fees, relocation of students, eviction and/or denial of a future housing offer.

All students can use the shared areas in housing, like common rooms, kitchens, laundry rooms, study areas, and hallways. Since these spaces are for everyone, each student needs to do their part to keep them clean and neat. There are cleanliness standards set by Student Housing that apply to all areas in housing. If you don't keep up with these standards, you may face cleaning fees or other sanctions decided by Student Housing.

If there's damage or a significant mess in the common areas, you could be charged for cleaning, evicted from student housing, or not offered housing in the future.

### 1.25 Abandoned accommodation and personal property

If you leave any items in your unit (bedroom or shared spaces) after your move-out date, the College will remove and dispose of these items without compensation. The College is not required to store these items.

If you move out without notifying Student Housing, we will consider your accommodation to be abandoned. Any personal belongings remaining in an abandoned accommodation will be stored for a maximum of 30 days and then disposed of. When possible, items left after move-out will be made available to other students or donated to local organizations. Improper move-outs are subject to additional fees of \$150.

### 1.26 Rates and payment

You agree to pay the applicable housing fees as outlined by Student Housing. Rental costs are assessed per semester (e.g. September-December, January-April, May-August). For stays that do not align with the semester, your rates will be calculated using our daily/weekly/monthly rates and will be emailed to you individually along with your payment due date(s).



The following table outlines the payment schedule for students staying in housing for the full academic year (August 30/31, 2024 until end of April 2025).

| Due Date          | Description                | Purcell House       | The Village         |
|-------------------|----------------------------|---------------------|---------------------|
| July 10, 2024     | Security deposit and       | \$300.00 + \$580.00 | \$300.00 + \$650.00 |
|                   | rental fees for September  |                     |                     |
| August 10, 2024   | Remainder of Fall 2024     | \$1740.00           | \$1950.00           |
|                   | rental fees (Oct-Dec)      |                     |                     |
| November 10, 2024 | Rental fees for January    | \$580.00            | \$650.00            |
| December 10, 2024 | Remainder of Winter        | \$1740.00           | \$1950.00           |
|                   | 2024 rental fees (Feb-Apr) |                     |                     |

Failure to pay on time may result in termination of your contract and/or your room being assigned to a student on the waitlist. Any charges incurred during the term of the Housing Contract, such as cleaning or lost key fees, must be paid within two (2) weeks of being assessed or late payment charges and administrative fees may be applied at the discretion of Student Housing. Non-payment of fees will result in a hold on your student account which impacts your ability to register for classes, receive academic transcripts, etc. Non-payment of fees may also result in eviction or denial of future accommodation in Housing.

If you are facing financial hardships that mean you are unable to pay your student housing fees as outlined above, please contact Student Housing. We are available to meet with you to review available options and resources.

## **1.27 Security Deposit**

All students living on campus are required to pay a \$300.00 security deposit by July 10. This security deposit will be held until you move out of student housing. Once you move out, we will inspect your room. If there is any damage or additional cleaning requirements, students will be assessed charges as outlined in sections 1.22 and 1.24. These charges will be deducted from your Security Deposit. If a student owes more than \$300.00, the remaining charges will be added to their account. See section 1.26 for information on fees and payments.

If your unit does not require any maintenance or additional cleaning, your full security deposit will be refunded to you after move-out. If your security deposit was paid with credit card, it will be refunded to the same card. If your security deposit was paid using another method, you will receive a cheque. It is your responsibility to ensure your address and contact information is up to date with the College. Please note that while we do our best to process these in a timely manner, it may take up to 8 weeks after moving out to receive your security deposit refund.

## **1.28 Hourly Rate for Additional Cleaning and Facilities Repairs**

If additional cleaning is required while you are living in student housing or after you move out, the hourly rate charged will be based on the expenses incurred by Student Housing Services (e.g. hourly payment to janitorial contractor/facilities staff, administration fee). This rate is variable and may change throughout the year. As of May 2024, the hourly rate assessed to students for additional cleaning and facilities repairs is \$40.00/hour.

### **1.29 Animals in Student Housing**

Except for freshwater fish (see below) and authorized assistance animals, you are not permitted to keep pets or animals in student housing or on housing property, even temporarily. Guests may not visit the accommodation with pets or animals.

#### Fish

For students who want to maintain a fish tank, the following criteria applies:

- The tank must be equal to or less than 2 gallons (7.5 liters).
- In the spirit of quality pet care, the fish to tank ratio is 1 fish per liter of water.
- You assume responsibility for any damage that results from your fish tank.
- You can only keep non-dangerous fish and fish that cannot survive outside an aquatic environment.

#### **Assistance Animals**

Please see <u>section 1.30</u> on Accessibility in Student Housing for more information about assistance animals. Assistance animals are only permitted in student housing once approved by both Accessibility Services and Student Housing Services.

Student Housing will work with students to arrange for their approved assistance animal to move into student housing. Students are responsible for caring for their assistance animal in a way that minimizes the impact to other students, the community, and/or the building.

### **1.30 Accessibility in Student Housing**

We are committed to reducing barriers for students with disabilities living on campus. We work closely with the Accessibility Services Coordinators at the College to support students requiring accommodations in student housing. Accommodations in student housing can include things like being assigned to a barrier free room, placement in a building with a private washroom, having an assistance animal, or being allowed to bring in specialized furniture. The College provides a variety of supports for students with learning disabilities, physical or psychological challenges, as well as those with temporary disabilities. If any of these categories apply to you and you require accommodations to improve your experience in student housing, please reach out to the Accessibility Services Coordinators using the contact information provided on the College website: cotr.bc.ca/accessibility-services/

Once the Accessibility Services Coordinators have worked with you to confirm your documentation, they will contact Student Housing Services to let us know you have a documented accessibility need. We will then work together with you and the Accessibility Services Coordinators to reduce barriers and provide accommodation where possible. Please note that the further in advance you can let us know about any accessibility needs you may have, the more likely that we will be able to accommodate them with minimal disruption to you and/or other students. For example, assistance animals may not be able to live in all suites so if we know well in advance of move-in that you require this accommodation, we will ensure that you are assigned to a suite where your assistance animal can join you.

## 1.31 Health and Safety room inspections

Your unit (bedroom and shared spaces) will be checked at least once a semester for health, safety and/or significant cleanliness concerns. You will be notified in advance. If Student Housing staff determine that your unit does not meet cleanliness standards or if there are other health or safety concerns, they will let you know and arrange a follow-up inspection. If it's still not clean after the second check, janitorial staff will come in to clean at the cost of each student. Please see <u>section 1.28</u> for information on hourly cleaning costs.

| Cleaning Standards for Bedrooms  |  |  |
|--|--|--|
| Bedding Washed/no odour, sheets used over top of the mattress protector        |  |  |
| Bed Clear from items that are not currently in use (books, paper, cloth        |  |  |
| Under bed Items stored under the bed in containers, not shoved under the bed   |  |  |
| Laundry Dirty laundry should be in a basket/container and not on the floor     |  |  |
| Odour  | Rooms are free from odour that indicates uncleanliness, bacteria, rotting  |  |
| Ouour  | food or mould  |  |
| Garbage  | Garbage is regularly emptied, not overflowing, or smelling badly           |  |
| Food   | There should be no mouldy or rotting food stored in a student's room, in   |  |
| FUUU   | their garbage can, or on dishes in their room                              |  |
| Storage  | Extra pantry items are stored in sealed containers to prevent pests        |  |
| Desk Items stacked/cleared from desk so it is usable, free from spills or dama |  |  |
| Floor  | Free from clutter or tripping hazards; vacuumed, free from crumbs, spills, |  |
| FIUUI  | dirt or hair   |  |

| Cleaning Standards for Bathrooms  |  |  |
|---|--|--|
| Floors Swept and mopped, free from hair, dirt, garbage, spills              |  |  |
| Garbage   | Garbage is regularly emptied, not overflowing, or smelling badly |  |
| Toilet Free from marks or stains, cleaned under lid and around base         |  |  |
| Counters, sink and mirror   | Washed, clean from soap scum, buildup, hair, or dirt             |  |
| Shower Shower floor, ledges, and walls clear of soap, mineral or dirt build |  |  |

| Cleaning Standards for Kitchen and Living Room                     |  |  |
|--|--|--|
| Floors   | Free from crumbs, spills, dirt, or hair; regularly vacuumed/mopped (for non-carpeted floors)       |  |
| Sitting area   | Tidy, no used dishes or garbage  |  |
| Garbage  | Emptied regularly, not full, overflowing or smelling badly   |  |
| Recycling  | Sorted properly and items rinsed clean; emptied regularly, not full, overflowing or smelling badly |  |
| Counters and<br>cupboards  | Wiped clean, free from spills, stuck on food or grease   |  |
| Counters and sink  | Clear from excess clutter that impedes people's ability to use the kitchen                         |  |
| Stove and oven   | Clean, free from spills, stuck on food or grease. The self-clean feature is used when needed.      |  |
| Sink Clean, no odour, free from food chunks or excess dirty dishes |  |  |
| Fridge and freezer   | Wiped clean, spoiled food has been removed   |  |

If you continue to fail health and safety checks or don't clean your unit regularly, you may face sanctions through the student housing conduct process. This could include eviction from student housing or not being eligible to live in student housing in the future.

Smoke detectors and other fire safety devices are inspected regularly throughout the year.

### **1.32** Prohibited Items

The following items are not permitted in Student Housing:

- Halogen lights, including lava lamps and tanning bulbs
- Additional Furniture (ie. dressers, desks, freezers, sofas, beds/mattresses)
- Grills, BBQs, propane fire pits (BBQ and gas fire pit provided)
- Gasoline cans or propane
- Window mounted air-conditioners
- Hot plates; including induction
- Hover Boards
- Any mini fridge that uses more than 3.5 amps
- Space heaters
- Pets
- Items that produce smoke: e.g. candles and incense
- Tacks or nails to hang pictures or personal belongings
- Microwaves (already provided)
- Treadmills/Walking Pads/Heavy Gym Equipment
- Any unauthorized electrical equipment
- Fireworks

- Firearms/Weapons
- Live Christmas Trees (fire hazard)
- Wi-fi routers (already provided)

### **1.33 Pest control**

You are responsible for making sure your living space doesn't attract bugs, rodents, or other pests. If you see any pests or suspect there are pests around, you must tell the Student Housing office right away. This includes if you find pests in your bedroom, kitchen, bathroom, or any other part of the building.

The mattresses and mattress covers provided are meant to stop bed bugs and other pests from getting inside. You must keep the cover on the mattress and ensure it's not damaged to keep it effective. If the cover is damaged or removed, you must tell Student Housing immediately. If you damage the cover, you may have to pay for a replacement.

Student Housing staff may need to enter students' rooms without notice to check for pests, as explained in <u>section 1.36 (Room Entry)</u>. If treatment is required, students must follow the treatment plan provided. This might involve moving to a different room, cleaning and/or throwing out furniture or personal items, or other steps necessary. If this happens, students will not be reimbursed by the College for any inconvenience or for loss of personal items.

### **1.34 Repairs and alterations**

You cannot make repairs or alterations to your unit. The College will take care of all repairs and changes to the living spaces. If something needs to be fixed, please fill out a Maintenance Request Form on <u>eRezLife</u>. If there's an urgent maintenance issue, like a water leak or electrical problem, students must tell the Student Housing Office or Community Leader (after business hours) right away.

### **1.35 Construction and maintenance**

There may be maintenance, renovations, or construction happening in and around the building. This could mean noise, dust, or temporary changes to some services. We will always try to let students know about any disruptions at least 24 hours in advance.

### 1.36 Room entry

Authorized personnel of the College may enter a unit, without prior notice, for reasons of health, safety, custodial, maintenance, or general community welfare, to make repairs and deliveries to the room and room equipment, to investigate possible breaches of the Housing Contract, and/or if the College believes a student has abandoned or moved out of the unit.

(a) Authorized personnel may also enter without prior notice for any of the following reasons:

- To ensure the health and safety of any member of the community,
- To investigate or to take action to address an ongoing source of disruption or nuisance to the community,
- To make emergency repairs to the unit or to investigate the need for urgent repairs to any portion of the building,
- To make repairs in the unit that have been requested by you, a previous student, or Student Housing staff,
- To inspect for pests as described in <u>Section 1.33 (Pest control)</u>,
- To investigate a possible breach of the Housing Contract,
- To provide access to emergency responders, and
- Where a student has moved out of a shared unit, Student Housing staff may enter the shared unit at any time to perform the move-out inspection.
- Where a student has moved out of a shared unit, custodial staff may enter the shared unit at any time to clean the vacated bedroom.
- (b) Authorized personnel of the College may enter the common area of shared accommodation without prior notice:
  - To access accommodations for any of the reasons in <u>section 1.36(a)</u> above,
  - To deliver a written notice or communication to the bedroom door of a student occupying the shared unit, and
  - To make requested repairs to the bedroom of a student occupying the shared unit, and
  - To clean following a failed health and safety inspection
- (c) Student Housing will attempt to notify residents of any disruptions at least 24 hours in advance of entering a unit for reasons other than those identified in <u>sections 1.36(a)</u> or (b), including but not limited to the following:
  - To inspect the condition of the unit or shared living space, other than in situations described in <u>section 1.36</u> (a) or (b),
  - To renovate, alter, or make repairs or deliveries which in the sole discretion of the College are necessary or desirable, and
  - To deliver the service and treatment described in <u>section 1.33 (Pest control)</u>.

Whenever College staff or contractors enter a room, they will knock on the door several times, wait for a moment, and identify themselves before opening the door.

### 1.37 Security

College of the Rockies is committed to providing a safe and secure learning, living, and working environment for the College community.

Students are responsible for taking reasonable precautions to ensure their own safety, the safety of their unit and the building we live in. This includes:

- Locking their door(s), patios, and window(s) when away
- Not forcing or propping open building entrance doors or pod doors
- Not permitting unknown persons into the building
- Not copying any key or access device provided by Student Housing Services
- Immediately reporting strangers or security concerns to Student Housing staff, Community Leaders, and/or Security

### 1.38 Insurance

The College carries insurance for its own benefit. The College does not provide you with general insurance, liability insurance, or property insurance for your personal belongings. For the duration of your housing contract, you shall carry property and liability insurance. Insurance may be available as an extension of your family's home insurance policy. Consult with your insurance agent to ensure you have appropriate coverage.

### 1.39 Damages and costs

You agree to pay for damages, lost property, or extraordinary service or administrative costs you or your guests cause to student housing facilities whether through accident, neglect, or intent. All students living in student housing may be assessed for cleaning, damages, lost property, or extraordinary service costs where the person(s) responsible cannot be ascertained by the College but where the damages, lost property, or excessive mess are reasonably believed by Student Housing to be caused by one or more students. Please see <u>section 1.26</u> for information on fees and payments.

# Part 2: Your Housing Community

### 2.01 Who We Are

The Student Housing team includes a Student Housing Coordinator, Operations Specialist, Student Housing Assistant, Senior Community Leader and Community Leaders. Both professional staff and student leaders work together to support students' academic and personal growth. They focus on promoting self-awareness, active learning, good citizenship, building relationships, and respecting diversity to create a fair and supportive community. These core values are woven into the services and programs provided by the Student Housing team to help students succeed academically and personally.

## 2.02 Community Leaders

Community Leaders are college students who live on campus. They organize programs, events and workshops to support the personal growth and learning of everyone in student housing. They serve as the main support and resource for students living on campus.

Community Leaders:

- Provide safe spaces to talk,
- Connect you to supports and resources,
- Assist in an emergency,
- Help with conflict resolution/mediation,
- Plan housing wide or floor programs and events,
- Support a safe community by enforcing Housing policies and Community Standards.

### 2.03 Student Housing Staff

The Student Housing staff team is here to support you from the time you apply for student housing all the way until you move out. They are the friendly faces you'll see at the Student Housing office in Purcell House. They support the day-to-day operations in Student Housing by providing information, support and resources for students living on campus. They are also responsible for supporting the development of a strong community in student housing and upholding the Community Standards and operational policies outlined in this Handbook.

The Student Housing team can assist you with:

- Student Housing services and amenities (e.g. parking, laundry, vacuums, keys)
- Mail/package services
- Maintenance/repair requests
- Room/building access and Lock outs
- Community Standards and Operational Policies
- Referrals to campus and community services

The Student Housing office is typically open Monday to Friday from 8:30 am to 5:00 pm, and closed Saturday, Sunday, and statutory holidays. Please note these hours are subject to change.

### 2.04 Rights and Responsibilities

The well-being of the housing community depends on balancing community needs with the needs of individual students. This balance is best achieved when community members are aware of their rights and responsibilities to themselves, others, and the community. Student Housing is responsible for informing you of your rights and responsibilities under the Housing Contract, Community Standards, and emergency safety plans. Living in a community works best when the rights of others are respected, and you take responsibility for your actions.

| You have the right to   | You have the responsibility to              |
|---|---|
|   | Conduct yourself in a civil manner and to   |
| Expect consideration and respect  | show respect for the rights of every other  |
|   | person in the community                     |
|   | Conduct yourself in a way which does not    |
|   | endanger yourself and/or others; report any |
| Be safe and feel safe   | unsafe behaviour; uphold the security of    |
|   | access to student housing and report        |
|   | suspicious activity promptly to student     |
|   | housing staff or Security                   |
|   | Treat Student Housing Services and College  |
| Expect fair and consistent service from<br>Student Housing Services and College staff | staff or contractors with respect and to    |
|   | address any questions or concerns through   |
|   | appropriate channels                        |
| Expect clear standards of behaviour   | Know ad ask questions if you do not         |
| Expect clear standards of benaviour   | understand a community standard             |
| Live in an environment where your   |   |
| possessions and the communal space are  | Show everyone respect and to respect the    |
| shown respect by everyone in the community  | property of others                          |

Student Housing requires that you:

- Check and respond to your student email and/or the email on your housing account regularly (within 48 hours),
- Update your contact information with Student Housing if you no longer have access to your contact information provided in your application,
- Follow all Housing and Community Standards and COTR policies,
- Follow all administrative procedures such as move out and lock outs, and
- Carry your Student ID Card with you.
- Report concerning behaviour, property damage, or safety concerns to the Student Housing Office, Community Leaders staff or Security.

## 2.05 Bedroom Appliances and Cooking Regulations

Due to fire and building codes, Students are only permitted to cook in the kitchen. Cooking appliances are not allowed to be used in any bedroom at any time.

#### Appliances that are permitted, but not allowed to be used in bedrooms include:

- Toasters, electric ovens, hot plates, slow cookers, Insta-pots, rice cookers, electric frying pans or grills, sandwich maker, waffle maker, microwaves
- Kettles or coffee machines
- Portable Ice machine
- Blender or food processer

- Clothes Iron
- Curling irons\*
- Flat irons/straighteners\*
- Hair dryer\*

\* These appliances are permitted to be used in the bathroom as these circuits are designed to meet the requirements of these appliances

### 2.06 Common Spaces

Each building has common lounges available for students to use. TVs are available in these common spaces and are free for students to use. Some of these lounges also have games like table tennis, foosball, and board games, which students are welcome to play. Board games can be borrowed from the lounges, but they must be returned within 24 hours.

Students who use these shared spaces must clean up after themselves and make sure the room looks the same as it did before they used it.

Even though these areas are always open, quiet hours still apply. Alcohol and cannabis are not allowed in any of these spaces.

### 2.07 Barbeques

There are gas barbeques (one in Purcell House and one in the Village) that students can request to use. The barbeque is for students' use only. After using the barbeque, students need to clean it and make sure it is locked. Cleaning supplies are provided with the BBQ.

To use the BBQ, you will need to exchange your student ID card for the keys during office hours. The BBQ keys must be returned to the Student Housing Office by noon the next day so that other students can also use the BBQ.

### 2.08 Vending

Vending machines are available in Purcell House and in the main College buildings. There are no vending machines in the Village, but students can use the ones in Purcell House during Student Housing office hours.

### 2.09 Garbage and recycling

#### Garbage

You are responsible for the removal of your own garbage, recyclables, and all other unwanted items in the bins provided. Do not put your garbage in the common areas, hallways, laundry rooms, garbage bins outside of the front entrance, parking lot, or on the patio. Littering, leaving garbage or unwanted items in hallways or any location other than a proper waste disposal bin is

not permitted. Improper garbage disposal is a housing violation and is subject to follow-up through the student housing conduct process (see <u>section 3.04</u>).

#### Recycling

Yellow recycling bins are located in the parking lot by Purcell House and by the Village. These recycling bins only accept: Paper, Cardboard, Tin and Aluminum Cans, Plastic 1, 2, 3, 4, 5, or 6. It's important to clean all items before recycling them to prevent contamination of the entire bin.

### 2.10 Internet service

All units in Student Housing come with Wi-Fi internet provided by Shaw Communications. There are no hardwired Ethernet ports available, so if you plan to use a desktop computer, please make sure you have a Wi-Fi adapter to connect to the internet. Details on how to access the Wi-Fi will be provided when you move in.

### 2.11 Laundry

Coin-operated laundry facilities are available on the first floor of Purcell House and on each floor in the Village. If you need change for the laundry machines, you can get it at the Housing Office. Please note that you will need to provide cash in exchange for coins, as the Housing Office cannot give change for debit or credit card transactions.

When using the laundry machines, please use high-efficiency liquid detergent only and wash your clothes in cold water to help reduce energy consumption.

It is important to be respectful to other students when using the laundry facilities. Remember to remove your laundry promptly when the load is finished so that the next student can use the machines.

### 2.12 Lock outs

If you are locked out of your room, you must contact the Student Housing office or the Community Leader on shift (outside of business hours) to let you in. You will need to show photo identification.

### 2.13 Lost or stolen keys or key cards

Any key or key card from Student Housing is solely for your use. You are not permitted to lend your key to anyone at any time. You are responsible for locking your doors when leaving your unit. You must immediately report lost or stolen keys or key cards to Student Housing. You can obtain a new key from the Student Housing office. The cost to replace a set of lost or damaged Purcell House keys is \$130. The cost to replace lost or damaged Village keys is \$30.

### 2.14 Room decoration

You may decorate your room with posters, plants, extra lighting, or other decoration items. To avoid move-out charges due to damage, you must use wall-safe products to mount items on your walls. Please note that if you use wall-safe products and they result in damage to the walls, you will still be responsible for damage charges.

Please do not use sticky tape, putty, regular tape, tacks, etc. to mount items on your walls.

If you are unsure of how to safely remove adhesives, please leave them to avoid damaging the walls and notify the Student Housing office. You may still be charged for the cost of removing these items.

### 2.15 Bike storage

There is free bike storage next to Purcell House. Space is limited and on a first-come, firstserved basis. Students must register their bikes on <u>eRezLife</u> and sign out a key from the Housing Office. Bikes must be stored neatly and locked in the bike racks.

Bicycles are not permitted inside any Student Housing building. Periodically the bicycle storage area will be inspected, and bicycles that appear to be abandoned will be tagged for a reasonable notice period. After the expiry of the notice period, the College will remove and dispose of/donate the bicycles. The College will not reimburse or otherwise compensate any student for loss or loss of use of a bicycle deemed to be abandoned and disposed of in accordance with this section.

The College is not responsible for loss, theft, or damage to bicycles or other personal items kept in the bicycle storage area.

### 2.16 Parking

COTR Student Housing has a limited number of assigned parking spots. Designated overflow parking spots are available on a first-come, first-served basis.

Parking and parking passes are free, but all students living in Housing must register their vehicle. Registering your vehicle ensures that if it needs to be moved, we can contact you directly and prevent it from being towed.

Complete the "Parking Request Form" on <u>eRezLife</u> and come to the office during office hours to receive your parking pass and assigned space (if applicable).

## 2.17 Parking regulations

- You must park your vehicle properly between the lines of the assigned parking spot.
- Plug in parking is not available. Students may not run extension cords from any College building to plug in their vehicles.
- The College of the Rockies assumes no risk or responsibility for loss or damage to vehicles or their contents.
- Parking spaces are assigned to a specific vehicle and license plate. If you wish to transfer a parking space to another vehicle or change your plates, you must notify Student Housing.
- Unregistered parking in specified zones may result in follow-up through the student housing conduct process and possible towing.
- There is a 10-minute Loading Zone at the front of Purcell House that is strictly enforced.
- Personal property, including vehicle accessories (e.g., tires, oil, washer fluid, etc.) may NOT be stored in your parking stall.
- All vehicles must be registered and insured to park on College of the Rockies property.
- You must display the parking permit in the front window of your vehicle.

## 2.18 Mail

Students can receive letters and packages while living in student housing. Please ensure mail is sent using the address below:

Student Name Building Name and Room Number Bag 9000, 2700 College Way Cranbrook BC V1C 5L7

Students living in Purcell House will be able to pick up letters from their assigned mailbox. Students living in the Village will receive an email letting them know when a letter arrives for them and they can pick it up in the office with their student ID. Packages for all students living on campus can be picked up in the Student Housing Office with a student ID. You will be notified by email when a package arrives for you.

In the event that a package or letter is not picked up within 30 days of the student being notified, the package or letter will be considered abandoned and becomes property of the College. These items will be disposed of or donated where possible.

# **Part 3: Community Living Expectations**

The aim of Student Housing is to create an environment where everyone feels they belong, are included, treated fairly, and respected. It's a shared responsibility among all members of the housing community to work toward these goals, fostering an environment that supports both academic and personal success.

This handbook outlines our procedures, how we address behaviors or actions that pose a threat to the safety of anyone in the community, and our Community Standards.

The expectations in this handbook do not only apply in student housing buildings. Student Housing staff may follow up on incidents that occur on any campus grounds, and at off-campus Student Housing events. Compliance with the Housing Contract and Community Standards is crucial for the successful operation and wellbeing of the community. Community members who do not meet these community living expectations may face one or more of the sanctions and outcomes outlined in <u>section 3.03</u>.

### 3.01 Definitions

In this Part 3 of the Housing Contract:

- "Behaviour contract" means an agreement made between a student and Student Housing that outlines specific goals or expectations and addresses the impact of the student's behaviour on the community and may include a set of behavioural expectations or conditions.
- "Communication ban" means a written agreement between students that states the students are not permitted to be in contact with each other. Each student signs a copy with Student Housing.
- "Community education project" means a sanction where a student is required to complete a research project and/or presentation related to the student's violation to increase awareness of and prevent future violations by students. The project must have valid, applicable knowledge from reliable academic sources and must be completed to the satisfaction of Student Housing.
- "Community service hours" means a predetermined set of hours of volunteer service to be performed by the student as all, or part, of a sanction imposed. If possible, the service will be related to the violation with the purpose being educational and allowing the student to give back to the housing community and/or College community. Community service examples include assisting Community Leaders with programs and assisting with operational activities like move-in.
- "Eviction" or "license termination" means a sanction whereby the College of the Rockies, Student Housing, terminates a Housing Contract requiring the student to vacate their accommodations and may include being banned from Student Housing.

- A "Fine" means a monetary amount determined by a Student Housing staff member or designate imposed as a sanction due to a violation of the Housing Contract or Community Standards. Individual fines range from \$20 to a maximum of \$500, except for false fire alarms and the cost of damage. Fines for false fire alarms are issued by the Fire Department and can range from \$50 \$5,000; cost of damage repairs are calculated based on industry standards.
- "Harassment" means aggressive or threatening behaviour that would be considered by a reasonable person to create a negative environment for work, study, and other college-related activities. COTR's Discrimination, Bullying and Harassment policy (4.8.6) and Sexualized Violence Prevention and Response policy (4.8.8) is available at: <u>https://cotr.bc.ca/about-us/college-policies/</u>
- "Hazing" means an act that singles out one or more students for the purpose of admission into, affiliation with or as a condition for continued membership in a group or organization by creating mental or physical discomfort or harm, and/or exposing another to undue embarrassment or ridicule.
- "Housing probation" means a formal status imposed for a period of time (typically for one or more semesters) during which subsequent violations will result in more serious sanctions (such as eviction).
- "Restitution" means a sanction where a student is required to reimburse a property owner for property damage or misappropriation (e.g. repairs, cleaning, repainting, etc.).
- "Sanction" means any consequence assigned as a result of a violation of the Housing Contract or Community Standards.
- "Vexatious complaint" means an allegation made without a factual basis but for the purpose of harassing, annoying, or causing financial loss.
- "Weapon" means anything used, designed to be used, or intended for use in causing death or injury to any person; or for the purpose of threatening or intimidating any person.
- "Written warning" means a sanction where a written record of the violation together with possible future sanctions for repeat violations are provided to the student and placed on the student's file.

### **3.02 Community Standards**

Community Standards are the rules that everyone living and working in Student Housing must follow. They're there to support learning and personal wellness and to create a safe environment free of discrimination, injustice, and violence. These standards encourage students to take responsibility for their actions and give them chances to learn from their mistakes and change their behaviour. They also help students to develop the life skills they'll need when they move out of Student Housing and rent their own place.

Everyone—students, their guests, and staff—needs to know, understand, and follow all Student Housing policies as well as provincial laws and regulations.

Student Housing Services is responsible for enforcing the Community Standards. These standards apply within and around the buildings, as well as during all housing-related events, even if they're not in Student Housing.

#### (a) Controlled Substances

Student Housing staff are committed to creating an environment in which controlled substances are used legally, responsibly and in moderation. Controlled substances include but are not limited to alcohol, cannabis, and tobacco.

#### **Responsible Use of Alcohol and Cannabis**

The safety of all students and their guests are paramount whenever alcohol and/or cannabis is present. Students who choose to use alcohol and or cannabis must do so responsibly and legally and are fully accountable for their own actions as well of the actions of their guests.

#### Age of consumption

Possession or consumption of alcohol and or cannabis by individuals less than 19 years of age in British Columbia is illegal and a violation of this Housing Contract. Students must not provide alcoholic beverages or cannabis products to any person under the age of 19.

#### Excessive consumption

COTR considers excessive consumption to be consuming alcohol and/or cannabis products to the point of impairment of mood, judgment, and/or mobility. Excessive consumption, as determined by COTR, is not permitted in student housing.

Due to the associated health and safety risks, and the negative impact on the community, some common sources of alcohol, excessive drinking, and behaviour that may lead to excessive drinking are not permitted in Student Housing.

Common sources of alcohol that are not permitted in Student Housing include, but are not limited to:

- Selling or brewing alcohol in Student Housing;
- Kegs, mini kegs, bubbas, beer bongs, punch bowls, Jell-O shooters, pitchers, and drink funnels;
- Drinking games, floor crawls, and/or any other activity where excessive consumption of alcohol is the focus.

#### Alcohol - Areas of consumption

Alcohol is only allowed to be consumed within pods and their respective patios. Alcohol is not permitted in hallways, stairwells, common rooms, common room patios, public green spaces, parking lots, games room, fire pit, or BBQ areas.

#### Smoking and Vaping of Cannabis and Tobacco Products

Smoking and/or vaping of cannabis and/or tobacco products is not permitted in student housing. Smoking in student housing buildings could result in expensive repainting charges and eviction.

- Smoking/vaping of tobacco products is only permitted in designated smoking areas.
- The smoking/vaping of cannabis products is ONLY permitted in the shelter located outside of Purcell House and the shelter located on the Village quad. Ensure you are aware of where these spaces are located, as these are the ONLY cannabis friendly smoking areas on campus.

Consumption of other cannabis products (e.g., edibles) is only permitted within pods and their respective patios. Cannabis is not permitted in student housing common areas including but not limited to hallways, stairwells, building common rooms, common room patios, public green spaces, parking lots, fire pit, or BBQ areas.

#### **Transportation of Alcohol and Cannabis**

Students may only transport alcohol and/or cannabis in closed containers. If alcohol is being carried in non-original containers, containers must be closed so that the contents cannot spill or be accessed in the hallways. If cannabis is being carried it must be in a scent proof container.

#### Cooking with cannabis

Cannabis is not permitted in the kitchens. Cooking with cannabis or preparing cannabis infused products in your unit is also not permitted.

#### Home brewing and growing cannabis

Wine making, home brewing, and the possession of equipment related to the brewing of any alcoholic substance is not permitted within student housing.

Cannabis may not be sold or grown in student housing or on the surrounding property/grounds.

#### Storage of Cannabis

Cannabis products and equipment must be stored:

- In your private bedroom in your unit
- In a sealed, scent proof container (glass or metal plastic containers are not scent proof)
- With labels clearly indicating its contents

#### (b) Incense, candles, and flammables

Burning incense, candles and any other flammables is prohibited.

#### (c) Illegal drugs and substances

Any involvement, direct or indirect, in illegal drug or drug-related activity is prohibited. This includes possessing, using, trafficking (manufacturing, selling, giving, administering,

transporting, sending, delivering, distributing) or offering of any illegal drugs. Drug paraphernalia associated with illegal substance use is not permitted in Housing.

#### (d) Hazing

Encouraging, initiating, participating in, and/or supporting hazing activities is prohibited.

#### (e) Weapons

Students and their guests may not at any time bring into or keep in a unit or the building:

- Any real or replica projectile weapons, including but not limited to real or replica firearms, air guns, crossbows, sling shots, paintball guns and air guns, BB guns.
- Blades including, but not limited to, swords, bayonets, epées, and blades used in martial arts.
- Any other weapons used for martial arts or other forms of combat training.

Wielding any object in a threatening or aggressive manner is not permitted and may result in eviction.

#### (f) Prohibited behaviour - respectful environment

Any behaviour that is unsuitable, disruptive, and/or has an adverse effect on the safety or wellbeing of any member of the housing or College community by any means (including verbal, physical and electronic) is considered misconduct and is not permitted.

Prohibited behaviour is defined as conduct or communication involving or directed at students, guests, or staff, or on display that:

- Is offensive, threatening, demeaning, discriminatory (for example, racist, sexist, homophobic, transphobic, ableist);
- Constitutes harassment, sexual harassment, or unwanted sexual attention; or
- Contributes to an intimidating, hostile, or uncomfortable environment.

Any of these behaviours may result in eviction from housing, and/or the incident being reported to the Director, Student Affairs for investigation.

Examples of prohibited behaviour include, but are not limited to:

- Repeatedly following or attempting to make unwanted contact with another person.
- Publishing, displaying, or distributing posters, pictures, or other materials containing content defined above in public view.
- Using email, social media or other electronic messaging, voice mail, message boards, mail, computer networks or other mediums to repost or forward communications that contain content defined above.
- Publication or display of obscene material, described as having as a dominant characteristic the undue exploitation of sex, or of sex together with crime, horror, cruelty, or violence.

#### (g) Unauthorized possession, damage, and vandalism to property

Immediately report all damage or vandalism to the Student Housing office. Students must not:

- Misappropriate, destroy, or otherwise damage College property.
- Misappropriate, destroy, or otherwise damage any property belonging to others; and
- Deface the inside or outside of any building or property of the College.
- Remove student housing property into rooms or other areas without permission.

When damage to common areas in housing (e.g., laundry rooms, the elevator, hallways, common rooms, etc.) cannot be traced to those directly responsible, the cost will be split equally among the students of the building or floor.

#### (h) Unauthorized access/entry and/or presence

Students must not:

- Use fire exits or patio doors as entrances (patios must remain locked when not in use)
- Enter or remain in any College premises without proper authority or remain in any premises when asked to leave by an authorized staff member of Student Housing or College official.
- Provide unauthorized access to non-students.
- Share, lend, or give access devices or keys to others to use.
- Invite or admit a guest who has trespassed or is banned from the area or facility.
- Make unauthorized room or roommate changes.
- Interfere with or render inoperable security, CCTV, and access control systems, door hardware, and locks.
- Enter another student's room or disturb another student's property without their permission.
- Tamper with electrical or mechanical services, smoke detectors, telecommunications equipment, vending and laundry machines, elevators, or pushcarts.
- Make unauthorized entry or meddle with contents of college storage rooms, offices, housing desks, mechanical rooms, or construction areas, or have possession of unauthorized keys.

#### (i) Keys and access devices

Students must not share, lend, or give keys or access devices to anyone. Keys and electronic access devices are the property of the College of the Rockies. If a key or access device is lost or stolen, immediately report it to the Student Housing office.

#### (j) Disrupting Services and False Reports

Students must not engage in disruptive behaviour affecting any activity or service of the College or its members. This may include but is not limited to:

- Disrupting or interfering with the orderly conduct of an investigation or appeal process.
- Making a false or vexatious report against another student, or intentionally providing false information during an investigation, hearing, or appeal process.

• Attempting to discourage an individual's proper participation in, or use of the investigation, hearing, or appeal process.

#### (k) Disturbing the peace - right to be free from unreasonable noise

Everyone living on campus is responsible for ensuring that students living in Student Housing have a living environment conducive to study and sleep. Students are expected to be considerate 24 hours a day, 7 days a week. If someone asks you to be quiet, please respect that person's wishes and reduce your noise. In case of a dispute between you and another student, Student Housing will mediate it.

There are three categories of noise in student housing:

- **Reasonable Noise:** noise from a normal activity like talking, walking, cooking, water running, cupboards closing, brief knocks against the walls, and background music. Typically, the noise can be heard when standing outside of a unit door; voices, and music are muffled (you can hear the sound, but not what is being said or sung).
- Excessive Noise: parties, groups of people laughing loudly and for long periods of time, loud music, or an audible steady base, yelling or loud conversations, heavy walking/stomping, doors slamming, loud TV (shows, movies, and games). Typically, the noise can be heard outside the unit, 3-6 feet away from the pod door.
- Unreasonable Noise: banging against the walls, screaming, yelling, doors slamming, people jumping up and down, sports balls being bounced on the floor or off walls, overly excessive noise from too many guests in the unit, music with a lot of bass during quiet hours, excessive noise from video games during quiet hours. This noise also includes noise from students or guests during quiet hours that can be heard from inside another student's bedroom if they are trying to sleep.

#### (I) Quiet hours

During quiet hours, students are not permitted to make noise which can be heard outside by other students, which may disturb their roommate, or which can be heard outside of their Pod. This refers primarily, but not exclusively, to talking, noise from stereo equipment, radios, televisions, video games, musical instruments, computer equipment, and telephones.

#### **Regular quiet hours**

- Sunday to Thursday 11:00 pm to 8:00 am
- Friday and Saturday 1:00 am to 9:00 am

#### **Courtesy hours**

Courtesy hours are in effect 24 hours a day and are in place to support students' rights to be free from unreasonable noise and to study without interruption.

#### Final Exam quiet hours

During final exam periods, starting no later than the last day of classes and through to the last day of exams, quiet hours are in effect 22 hours a day, with courtesy hours from 5:00pm to 7:00pm.

#### (m) Fire Safety

Students must comply with all Federal, Provincial, and Municipal Fire Regulations and all Fire Safety Regulations established by the College and Student Housing Services.

#### Fire Safety equipment

Students are not permitted to tamper, remove, or render inoperable any life/fire safety equipment such as smoke/heat detectors, fire extinguishers, or sprinkler heads.

#### **Flammable materials**

Students are not permitted to use candles, incense, halogen lamps, or possess any explosive or flammable items. Do not use electrical appliances with exposed wires. All devices must have an original factory casement or replacement casement.

#### **Hallways and Fire exits**

All fire exits and hallways must be accessible and kept clear of any physical obstructions, this includes shoes, garbage, boxes, and any old items being thrown out. Social gatherings are not permitted in the hallways. Blocking access to a fire exit is also prohibited.

#### (n) Evacuation

You must evacuate the building when there is an active alarm. When you hear an alarm, immediately leave the building, and go to the noted evacuation point. When you hear an alarm, you must leave the building through the nearest available stairwells and meet in your designated muster point. Muster Points are indicated on the map below.





**Purcell House Muster Point** 



Once assembled in the appropriate areas, listen to the direction of the Community Leader, College Employee or Emergency Services members. All alarms are treated as emergencies. Failure to evacuate the building may result in sanctions.

#### (o) Commercial use

The use of a housing room or internet connection for any commercial purpose is prohibited.

#### (p) Cooperation with Staff and others

Students and guests must cooperate with requests from Student Housing, Community leaders, emergency personnel, and police. This includes reviewing email communications from Student Housing regularly (at least once every 48 hours).

#### (q) Floor and Community Meetings

Students must attend emergency floor and community meetings.

#### (r) Guests

When you bring a guest(s) into housing you accept responsibility for their conduct, and you must be present and always accompany your guest(s). A maximum of 6 guests can be in a unit at one time.

An individual student may have:

- Up to two guests (2) at one time
- May not 'borrow' the guest capacity of their roommate
- Only one (1) overnight guest at one time,
- A maximum of three (3) overnight guest stays per month.
- All overnight stays require permission from your roommates prior to guest arrival.
- All overnight guests must be registered by completing an "Overnight Guest Check in" Form on <u>eRezLife</u>.
- Hosting an individual who is not permitted to be on student housing property is prohibited.

### **3.03** Sanctions for violations of The Community Standards

Sanctions will match the severity of the violation and may also include one or more of the following:

- Verbal warning
- Written warning
- Loss of privileges (e.g., hosting guests, use of games room)
- Behaviour contract
- Communication ban
- Community education project
- Community service hours
- Confiscation of property

- Fines or fee assignment
- Restitution
- Room transfer
- Housing probation
- Eviction from student housing

### **3.04 Student Housing Conduct Process**

Any person that believes that a student (or a student's guest) has violated the Housing Contract or Community Standards should provide a statement or report to the Student Housing office.

In situations where an investigation is required, the Student Housing Coordinator or their designate will investigate.

If Student Housing believes an investigation is warranted, a staff member from Student Housing Services will:

- Notify the student in writing of the alleged violation and provide an opportunity for the student to respond within 24 hours.
- Meet with the student.
- Investigate the alleged violation.
- Determine, based on probability of evidence, if the student committed a violation.

If Student Housing determines that a student has committed a violation, the Student Housing Coordinator or designate will impose one or more sanctions listed in <u>section 3.03</u>. Student Housing will notify the student in writing of its findings, decision, and the student's right to appeal in accordance with the Appeals <u>section 3.06</u>.

### **3.05** Recommendation for eviction or Contract Termination

If the violation is serious enough to warrant eviction, the Manager, Student Life, or the Director, Student Affairs, in consultation with the Housing Coordinator, will decide to evict. In addition to being investigated and acted on by Student Housing, incidents may be referred for follow-up through the College's Student Conduct Policy. The Manager, Student Life will follow best practices in administrative fairness in making this decision. Where there is a finding of eviction, the Manager, Student Life or Student Housing Coordinator will notify the student of this decision in writing.

### 3.06 Appeals

Students have the right to appeal sanctions issued under the Community Standards. Appeals will only be taken into consideration on the grounds of:

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• Lack of procedural fairness or bias/unfair treatment or discrimination;

- The sanction is not appropriate for the violation; and/or
- New information has come to light rendering the original decision unreasonable.

#### **Appeals Process**

- The Appeal Committee shall consist of 3 employees of College of the Rockies including the Director, Student Services or their designate (who shall act as the Appeal Committee Chair) and 2 additional employees of the College selected by the Director, Student Services or their designate.
- 2. All appeals must be in writing and submitted to Student Housing Services (housing@cotr.bc.ca) within 24 hours of the termination of license agreement notice or communication of the fine, and must completely state the student's reasons for appeal, including which of the three categories listed above the student is using as a grounds for appeal. If the Appellant plans to call witnesses for the Appeal Hearing, they must provide a list of witnesses and relevance of witness information to the Hearing.
- 3. Student Housing Services staff will forward the appeal to the Appeal Committee Chair when an appeal is received.
- 4. The Appeal Committee Chair will review the appeal and determine whether it identifies which of the three listed grounds for appeal it is being based on. Written appeals must give a brief description of the relevant information that will be brought to the committee. If the Appeal Committee Chair determines that the student is not appealing based off one of the three grounds listed above, they will inform the student that the appeal has been denied. If they determine that the student is appealing based off one of the three will convene the Appeal Committee.
- 5. The Appeal Committee Chair will convene the Committee within three working days of reviewing the appeal and advise Student Housing Services staff of the time and place of the Appeal Hearing.
- 6. Student Housing Services staff will ensure the appellant and any witnesses who may wish to attend are aware of the time and place of the Appeal Hearing.
- 7. The Student Housing Coordinator and/or Manager, Student Life will present the reasons why the appellant's License Agreement was terminated to the Appeal Committee along with any materials, documentation, and witness lists from Appellant. They will then leave the appeal hearing. The appellant will then present their case as to why they should not be required to leave student housing. They will then leave the appeal hearing. Any witnesses that may lend some information to the case are then invited, one by one, to appear before the Committee.
- 8. The Committee will then call the Student Housing Coordinator back to the meeting to answer any questions. They then leave the hearing.

- 9. The Committee members meet and decide to either sustain or deny the appeal and immediately notify the Appellant and the Student Housing Coordinator of their decision. The Appeal Committee Chair will not vote except to break a tie.
- 10. The Appeal Board shall make every reasonable effort to ensure that the student receives the written decision within 72 hours of the student's appeal hearing.
- 11. All decisions of the Appeal Board are final.

## 3.07 Records of violations and sanctions

Sanctions issued by Student Housing will not result in a notation on the student's academic transcript. However, a record of the violation and sanction(s) will be retained in the student's housing history and may be considered by Student Housing on reapplication for housing.

A record of a violation and sanction against a student will be retained as follows, depending on the severity of the violation:

- Until the end of the current academic year;
- For a maximum of two (2) years following written notice of sanction; or
- For a period of seven (7) years from the date of the sanction if the violation results in eviction.

# **Part 4: Contact Information**

#### **Student Housing Services**

Phone: 250-489-8282 Email: <u>housing@cotr.bc.ca</u> Website: <u>https://cotr.bc.ca/student-life/student-housing/</u> Office hours: Monday to Friday, 8:30am-5:00pm

#### **Community Leader Hours**

Monday to Friday 5:00pm – 8:00am Saturday, Sunday, and statutory holidays - 24 hours Phone: 250-420-1820

#### **Emergency Numbers**

| Ambulance/Police/Fire           | 9-1-1                |
|---------------------------------|----------------------|
| Counselling Crisis Line (24hrs) | 1-888-353-2273       |
| Suicide Crisis Helpline         | 9-8-8 (call or text) |

#### **Non-Emergency Numbers**

| Campus Security (Including Safe Walk Program) | 250-489-2751 ext. 222 |  |
|---|-----------------------|--|
| Cranbrook Police / RCMP                       | 250-489-3471          |  |
| BC Nursing Help Line                          | 8-1-1                 |  |

#### **Student Services & Support**

For more information on services and supports available at the College, visit <u>Student Support -</u> <u>College of the Rockies (cotr.bc.ca)</u>. You can also contact Student Services at <u>studentservices@cotr.bc.ca</u> or 250-489-8243.