

FRATERNITY VILLAGE STRATA CORPORATION
SCHEDULE “A” TO THE RESIDENCY CONDUCT AGREEMENT

MANDATORY TERMS

SECTION 1
INTRODUCTION

- 1.1 The terms and conditions set out in these Mandatory Terms shall govern the conduct of the Resident together with any other terms and conditions that may be contained in the Residency Contract.

SECTION 2
DEFINITIONS

- 2.1 First Page means the first page of this Residency Conduct Agreement labeled at the bottom of the same as “First Page”.
- 2.2 House means the house defined and described on the First Page.
- 2.3 Housing Corporation means the housing corporation specified on the First Page.
- 2.4 Residency Contract means the contract described on the First Page between the Resident and the Housing Corporation which allows the Resident to use the House and the Resident’s Room.
- 2.5 Resident means the person described on the First Page.
- 2.6 Resident’s Room means the room or portion thereof in the House assigned to the Resident in accordance with the Residency Contract.
- 2.7 Strata Council means the council elected by the “eligible voters” (as defined in the *Strata Property Act*) of the Strata Corporation.
- 2.8 Strata Corporation means the strata corporation described on the First Page.
- 2.9 Strata Property Act means the *Strata Property Act* of British Columbia, S.B.C. 1998 Chapter 43 as amended from time to time or any successor or replacement legislation in effect from time to time.
- 2.10 University means The University of British Columbia, a corporation created by act of the legislative assembly of the Province of British Columbia.

SECTION 3 HOUSE STANDARDS/REGULATIONS AND SANCTIONS

Standards/Regulations

3.1 A Resident shall abide by and comply with the following standards and regulations:

Harming the Reputation of the Fraternity or University

3.1.1 The Resident shall not facilitate, encourage, or engage in an activity that could adversely affect the reputation of the House or the University or could expose the House or the University to public ridicule, contempt or disapprobation.

Guests or Visitors

3.1.2 The Resident is responsible for his guests' behavior. The Resident must be present as a host of his guests. Anyone who is invited, accepted or admitted to the House by the Resident is considered to be a guest of that Resident. If the Resident gives access to a stranger or "unhosted person" or anyone, then, the Resident will be considered to be the host of that person and will be held responsible for that person's actions. The failure of the Resident to lock his door does not mitigate the Resident's responsibility for the actions of others that occur in the Resident's Room.

Alcohol use in House/Resident's Room

3.1.3 If the Resident chooses to consume alcohol the Resident must do so responsibly and will be accountable for his actions.

Attack on the dignity and security of an individual

3.1.4 Any activity that is racist, sexist, homophobic, or any form of discrimination, sexual harassment or unwanted sexual attention is prohibited. This can include, but is not limited to: posting or distributing material and/or behaving in a manner that is offensive and may contribute to an intimidating, hostile or uncomfortable environment; putting offensive posters/pictures in windows or common areas available for public view; using e-mail, voice mail, message boards, mail or other mediums to convey nuisance, obscene, or otherwise objectionable messages; writing graffiti in the House, Resident's Room, "common property"/"limited common property" (both as defined in the *Strata Property Act*) or encouraging or engaging on offensive acts or behavior.

Dangerous Activity

3.1.5 Activities that the Housing Corporation considers dangerous or potentially harmful to any Resident of the House or their guest, including the Resident engaging in such activities, are prohibited.

Drugs

3.1.6 The possession, use, trafficking (which includes manufacture, sale, giving, administering, transporting, sending, delivery, distributing) or offering to do anything related to the possession, use or trafficking of illegal drugs is prohibited. Any involvement, whether direct or indirect, in any illegal drug or drug-related activity is prohibited. Possession of paraphernalia that is associated with the possession, use or trafficking of illegal drugs is prohibited.

Explosive Materials

3.1.7 Possession of explosive or flammable material such as firecrackers, fireworks, dynamite, other explosives or similar materials is not permitted in the House or the Resident's Room.

Noise

3.1.8 The House is a densely populated community, and while absolute silence may not be possible, excessive noise on an ongoing basis will not be permitted. The Housing Corporation has an obligation to ensure that a Resident and his guests do not disturb other Residents and guests or members of the surrounding neighbourhood. If the Resident is making excessive noise and that Resident is asked to be quiet, then, the Resident shall make all reasonable efforts to respect the request for quiet and reduce the noise being made by the Resident. The Resident shall comply with any "quiet hours" instituted from time to time by the Housing Corporation. For the purposes of this paragraph "quiet hours" are those times during which Residents are prohibited from making noise which can be heard outside the Resident's Room or which may disturb the Resident's roommate in any way (if applicable) or which can be heard outside the House or may disturb other Residents inside the House or neighbouring properties.

Parties/Social Gatherings

3.1.9 Any parties or social gatherings of the Resident must be registered with and approved by the Housing Corporation and must abide by all rules made, from time to time, by the Housing Corporation with respect to parties and social gatherings.

Violence

3.1.10 There is zero-tolerance for physical aggression, violence, and/or sexual assault in residence. Physical aggression includes any physically aggressive or violent behavior, such as fighting, hitting, punching, slapping, kicking, pushing, pulling, throwing objects at another, et cetera. Sexual assault includes any unwanted act of a sexual nature imposed by one person on another without consent.

Sanctions

3.2 If the Resident violates any of the provisions of paragraph 3.1 hereof, then, the Housing Corporation and/or Strata Corporation (as the case may be) may impose any or all of the following sanctions against the Resident:

Warning

3.2.1 The Housing Corporation may deliver to the Resident a written notice confirming that continued or repeated violations may be the cause for further action by the Housing Corporation.

Conduct Points

3.2.2 The Housing Corporation may deliver to the Resident a written notice confirming that continued or repeated violations may be the cause for further action by the Housing Corporation.

RCMP Referral

3.2.3 If the Resident violates the provisions of these Mandatory Terms, the Housing Corporation and/or the Strata Corporation may refer the matter to the RCMP.

Probation

3.2.4 If the Resident receives or accumulates three (3) Conduct Points, then, the Housing Corporation may, by notice in writing to the Resident, advise the Resident that the Resident is on probation and that the Resident has the period of time specified in the notice within which corrective measures must be initiated by the Resident in order to avoid any further violations of the nature and type specified in the notice. Notwithstanding what is set out above in this paragraph 3.2.4 and paragraph 3.5, the Resident understands and agrees that there is no automatic right to receive a notice in writing, be put on probation or appeal any decision by the Housing Corporation and/or Strata Corporation prior to being evicted for violating these Mandatory Terms if the Housing Corporation and/or the Strata Corporation decide, in their/its absolute discretion, that the seriousness of the violation or other actions or the Resident warrant the assigning of 4 or more Conduct Points leading to immediate eviction.

Strata Corporation Fine

- 3.2.5 a) The Resident shall pay any fine levied by the Strata Corporation against the House or the Housing Corporation as a result of any violation by the Resident and the Housing Corporation shall be the sole determiner of whether or not a fine levied by the Strata Corporation against the House or the Housing Corporation is the responsibility of and is to be paid by the Resident.
- b) The Resident shall pay any fine levied by the Strata Corporation against the Resident as a result of any violation by the Resident.

Eviction by Housing Corporation

3.2.6 If the Resident receives or accumulates four (4) or more Conduct Points or the Resident fails to pay, within ten (10) school days of receiving written notice demanding payment, any fine levied or assessed against the Resident in accordance with paragraph 3.2.5 hereof, then, the Housing Corporation shall evict the Resident.

Eviction by Strata Corporation

3.2.7 If the Resident receives four (4) or more Conduct Points and the Housing Corporation, if entitled to evict, does not evict the Resident, then, the Resident shall be deemed to have violated Section 138 of the *Strata Property Act* and the Strata Corporation shall have the right to evict the Resident in accordance with Section 138 of the *Strata Property Act*.

Advising Strata Corporation

3.3 The Housing Corporation shall, by notice in writing concurrently, advise the Strata Corporation of any sanctions imposed on the Resident in accordance with paragraph 3.2 hereof.

Rights of Strata Corporation

3.4 The terms and conditions set out herein or contained in the Residency Contract shall not diminish or effect the powers or the Strata Corporation as set out in the *Strata Property Act*.

Appeal

3.5 Provided the majority of the members of the Strata Council are prepared to hear an appeal (as specified in paragraph 3.5.2 hereof) any of the sanctions described in:

- a) paragraphs 3.2.1, 3.2.2, 3.2.4, 3.2.6; and

- b) paragraph 3.2.5(a) as it relates to the determination by the Housing Corporation that a fine levied by the Strata Corporation against the House or Housing Corporation is to be paid by the Resident;

(collectively the "Applicable Sanctions")

may be appealed by the Resident in accordance with the procedures set out in this paragraph 3.5. The sanctions described in paragraphs 3.2.3, 3.2.5(b) and 3.2.7 are not capable or being appealed in accordance with this paragraph 3.5. The appeal procedure applicable to the Appealable Sanctions shall be as follows:

- 3.5.1 The Resident may appeal any of the Appealable Sanctions by providing written rationale for the appeal to the Housing Corporation within ten (10) school days following the effective date of the Appealable Sanction being appealed.
- 3.5.2 The Housing Corporation shall, within ten (10) school days of receiving the appeal, determine if a majority of the members of the Strata Council are prepared to hear the appeal. If a majority of the members of the Strata Council are prepared to hear the appeal, the Housing Corporation shall convene a panel ("Panel") consisting of the majority of the members of the Strata Council. If a majority of the members of the Strata Council are not prepared to hear the appeal, then, the appeal shall not proceed and the Appealable Sanction being appealed shall not be capable of appeal and the Appealable Sanction imposed by the Housing Corporation shall be final and binding on the Housing Corporation and the Resident.
- 3.5.3 If a Panel is convened as aforesaid, the rules of operation of the Panel and the rules governing decisions to be made by the Panel shall be determined by the Panel acting reasonably and the Panel, in making its decision, shall have the power to uphold the Appealable Sanction imposed, overrule the Appealable Sanction imposed or modify and amend in the manner determined by the Panel, the Appealable Sanction imposed.
- 3.5.4 If a Panel is convened as aforesaid the Panel may consider in its review all written or other materials provided by the Housing Corporation and the Resident.
- 3.5.5 If a Panel is convened as aforesaid the Panel shall provide its recommendation to the Housing Corporation and the Resident within twenty (20) school days of the commencement of the Panel's review and the decision of the Panel shall be final and binding on the Housing Corporation and the Resident and shall not be capable of appeal or judicial review.
- 3.5.6 During the appeal process the imposition of any and all Appealable Sanctions shall be stayed pending the outcome of the appeal.

SECTION 4 GENERAL

Annual Review

- 4.1 The Housing Corporation and the Strata Corporation shall confer and meet, from time to time, to discuss possible modifications to Section 3 hereof, it being understood and agreed, that before any such modifications are effective they must receive the prior written consent of the University.