



Ministry of  
Advanced Education  
and Skills Training

# Leading Practices in Student Housing Agreements

for British Columbia's Public  
Post-Secondary Institutions



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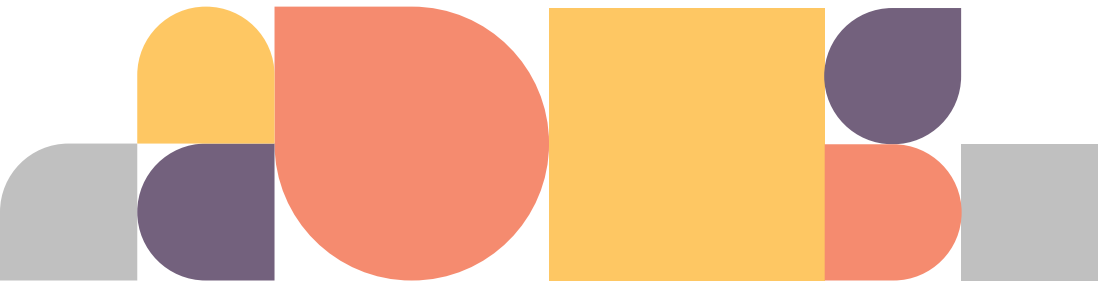
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# Introduction

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Students living in on-campus housing are known to achieve better results in reaching their overall academic goals due to the close proximity of resources and supports. Students in this type of housing enter into a legal contract, often referred to as a student housing agreement, with the post-secondary institution. In addition to this agreement, institutions often provide further policies and guidelines in a student housing handbook, which outlines the student's rights and responsibilities, along with the institution's accountabilities.

By choosing to live in on-campus housing, the student:

- acknowledges the commitment to these rights and responsibilities;
- is provided with secure, maintained, and convenient student housing;
- benefits from living in a community that values academic success, personal learning, development, and growth;
- is afforded opportunities to get involved (student involvement in extra-curricular activities has been shown to be a strong contributor to academic success);
- is able to connect with student housing staff and be referred to other post-secondary institutional student services, student government, and community resources that can provide services that support health and well-being; and
- has the privilege of enjoying social activities provided they do not conflict with other residents' rights to pursue academic success or personal well-being.

As described above, on-campus housing offers a unique community-based living environment, which has different tenancy needs than the general public. As such, in British Columbia, section 4(b) of the *Residential Tenancy Act* (the Act) exempts student housing owned or operated by an educational institution and provided by that institution to its students or employees from the Act. This exemption helps to provide post-secondary institutions with the flexibility to manage and maintain housing while supporting students' academic goals. It is an important objective that post-secondary institutions create contract language and operate in a manner that ensures the rights and responsibilities of both the institution and the student resident are acknowledged and respected.

Some other important benefits of exemption from the Act include:

- designated housing - only active students enrolled in a qualified program of the institution are eligible for on-campus housing. The general public and students who are no longer enrolled at the institution are ineligible;
- student and community safety - institutions have the ability to make changes that allow for a safe and healthy community for all. For example:



- » the ability to relocate one or more students on short notice due to unforeseen facility disruptions, health and safety risks, or severe and/or recurring disturbances to the student housing community;
- » the ability to terminate a housing agreement for a student who has seriously violated a post-secondary institution's code of conduct;
- alignment of contract terms - the ability for institutions to establish contract terms aligned with the academic calendar and to be able to vacate housing in order to accommodate new students, especially those entering their first year of study; and
- streamlined dispute resolution - students and institutions have the ability to settle disputes in a streamlined manner, as compared to the formal process under the Act, which can sometimes extend resolution beyond 12 months.

The goal of this document is to provide public post-secondary institutions and students, in British Columbia, with leading practices for student housing agreements. Recognizing that each institution has unique programs, student demographics, organizational structures and resources, these leading practices may be phased in over time into post-secondary institutional contracts, handbooks, and resources, if applicable. This living document will be expanded and updated with new leading practices as on-campus housing needs and practices change.

In order to help students navigate through some of the more complex topics in student housing agreements and handbooks, it is recommended that institutions develop brochures and infographics to summarize key points and next steps. These can be customized to match each institution's unique operational framework. Some guiding resources from professional organizations are listed in the References section at the end of this document.

These leading practices were developed by a working group that included representatives from:

Student Associations	Public Post-secondary Institutions
Alliance of BC Students	British Columbia Institute of Technology
BC Federation of Students	Selkirk College
UBC Alma Mater Society	Simon Fraser University
University of Victoria Students' Society	University of British Columbia
	University of Victoria



# Section 1: Rights and Responsibilities

## Context

Living in a community-oriented, shared housing environment with many other students is different from living in a private apartment or house. What one resident may feel comfortable with may not be comfortable, safe, or appropriate in a shared residential environment. All members of the student housing community share the right and responsibility to create safe, respectful environments that work toward fulfilling the needs of community members.

Residents benefit from having a clear understanding of what they can expect from the university, their fellow residents, and what is expected of them while living in student housing. Community-based living requires a spirit of mutual respect and cooperation from all. The sample *rights* statement below is a foundational principle that should inform and guide the student housing provider's policies, protocols, practices, and decision making.

For example – *Safety - Every person has the right to be safe.* This principle should inform the practices and protocols of the student housing provider, including:

- installation of locks on each resident's private bedroom door and window, as appropriate to the room's unique configuration;
- student housing standards that prohibit violence, hazing, drinking games, dangerous activities, tampering with life safety equipment, etc.;
- contractual clauses that may allow the termination of the student housing agreement of a resident whose conduct undermines the safety of themselves or others;
- clear communication regarding who to contact in an emergency if a community member believes they or others are not safe; and
- student-centered, intentional, flexible, and thoughtful eligibility and assignment practices that can contribute to a sense of comfort and safety for students. For examples, eligibility and assignment policies allow the ability to:
  - » ensure only current students live within student housing;
  - » give priority to students to access a specific type of housing due to documented disabilities or chronic illness;
  - » create gender-inclusive spaces;
  - » match like-minded students through profile preferences (i.e. graduate and family student housing, lifestyle, noise, guest preferences); and
  - » create community-based living-learning communities that focus on creating safe spaces (e.g. 2SLGBTQQA+ and ally floors, single-gender floors, Indigenous student cultural house, substance-free floors, etc.).



While the student housing provider cannot guarantee that issues will not occur, it is responsible for taking reasonable steps to limit the opportunity for poor conduct or crime and follow-up with students who violate community standards. Each community member has the responsibility to conduct themselves in a manner that does not endanger themselves or others, and to use the mechanisms provided to report community standard violations, crime, unsafe conduct, or conditions. Together, student housing staff and residents can work proactively to make on-campus housing a safer place to live, learn and work for all community members.

## Leading Practice Recommendations

The well-being of the student housing community rests on the balance of the individual's ability to respect the needs of the community and vice versa. For this to occur, student housing staff should:

- work with residents to collaboratively create communities amongst peers based on mutual respect, individual accountability and personal development;
- create and apply policies and protocols that support these principles;
- ensure residents play a pivotal role in creating and maintaining this community; and
- ensure staff follow professional competencies and ethics (i.e. [ACUHO-I Core Competencies](#) and the [CACUSS Student Affairs and Services Competency Model](#)).

The student housing provider, should further consult with student leadership (e.g. student unions or residence hall advisors, if applicable) to:

- create a list of rights and responsibilities;
- make these rights and responsibilities explicit and accessible to all residents (on the web and/or within related print materials); and
- ensure student housing staff are aware of, trained in and perform within the workplace consistent with these rights and responsibilities.

These rights and responsibilities should:

- be overarching statements based on key principles and philosophies of human equity, inclusion, fairness, and respect. It is recommended that consideration be given to ensure alignment with each institution's policies on Equity, Diversity and Inclusion;
- have a connection to more specific clauses, standards and/or policies documented within a post-secondary institution's housing standard, student housing code of conduct, student handbook and/or housing agreement; and
- be made available online and via any written reference materials, such as a Handbook, that all students receive.



## Examples of Rights and Responsibilities language

The guiding principles below describe rights and accompanying responsibilities as a resident within the student housing community. In all cases, it is the institution's responsibility to ensure that mechanisms and protocols are in place to provide for residents' rights and to communicate accompanying responsibilities.

### SAFETY

**Right:** Every person has the right to be safe.

**Responsibility:** Act in a way that does not endanger yourself or others, utilize the security mechanisms provided in your community, and report any unsafe behavior or conditions.

### MANAGING PERSONAL HEALTH

**Right:** To access the services available from the college/university or community service provider designed to support your physical and/or mental health & wellness and/or trauma-informed support, as or when needed.

**Responsibility:** Manage your health and wellness within your ability.

### RESPECT

**Right:** To a community based on mutual respect and acceptance; free from intimidation, harassment, discrimination, or racism.

**Responsibility:** Treat all members of your community with respect, acceptance and understanding. This includes speaking up when you are aware of acts of harassment, racism, intimidation or see others being treated with a lack of respect and dignity.

### FAIRNESS AND SUPPORT

**Right:** To expect fair and consistent service from housing staff to address your questions or concerns.

**Responsibility:** Be responsive and cooperative in all dealings with housing staff, follow applicable processes, and respond to their requests (including email correspondence and meeting requests) in a timely manner.

### CLARITY OF COMMUNITY STANDARDS

**Right:** To expect that the Community Standards are clear.

**Responsibility:** Know the Community Standards and ask questions if you do not understand them.





## CLEANLINESS

**Right:** To a living space that is clean and in good condition.

**Responsibility:** Assist in the upkeep of common areas by promptly cleaning up after yourself, participating in making and maintaining a cleaning schedule with your room/unit-mates, using appropriate composting, recycling and waste receptacles, and by reporting facilities or equipment that are broken or dirty.

## REASONABLE QUIET

**Right:** To live in an environment conducive to sleep and study.

**Responsibility:** Always be considerate of your noise and speak with the relevant community member and/or staff when noise levels are unacceptable.

## CONSIDERATION

**Right:** To enjoy your living space with consideration for and from your roommate(s), and others living around you.

**Responsibility:** Treat others with respect and consideration and engage in the outlining of reasonable expectations in your shared living space.

## REASONABLE PRIVACY

**Right:** To reasonable privacy and safety of your possessions.

**Responsibility:** Take necessary means to maintain the security of your community including upholding the integrity of access points to your building, securing your valuables, and reporting suspicious activity promptly to the appropriate authorities.





## Section 2: Termination of Student Housing Agreement

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### Context

The goal of a student housing agreement is for the student and the housing provider to understand and uphold the terms of the contract and for the student to live comfortably in their on-campus accommodation during the term of the contract. However, there are serious circumstances that may obligate an institution to terminate a student's contract prior to the end date.

A decision to terminate a student housing agreement must be made with clearly established decision-making and student appeals processes. The complexity, variability and severity of the decision requires clearly outlined protocols that can be applied to a wide variety of situations.

It is noted that, where possible, housing providers should only terminate housing contracts as a last resort after other options have been explored. For example, while failure to pay for housing can result in termination of a contract, housing providers will often seek alternative payment options (e.g. payment deferrals, payment plans, etc.) or direct them to the institution's student support office (e.g. bursaries, scholarships, emergency financial support, etc.) before arriving at that decision. Additionally, a housing provider will often seek to work with the student to ensure they have access to safe alternative housing.

### Leading Practice Recommendations

In making a decision to evict, the safety, well-being and mental health of the students living in the on-campus community must be considered. In doing so, the individual student, who is in violation of community standards, must also be supported to the best of the institution's ability. Examples of situations in which a termination of contract may occur include:

- reoccurring documented behavioural violations where the student has received multiple warnings for the infractions;
- the student poses an identified risk to the safety and well-being of self and/or the community;
- failure to pay - housing operators will seek alternative payment schedule for students that are justifiable and agreed upon by both parties. Abandonment of that agreement will be subject to consideration of termination;
- ceasing to be enrolled as a student in the institution's academic programs. These situations are evaluated on a case-by-case basis with consideration for extenuating circumstances (e.g. on medical grounds, visa delays, etc.); or
- unforeseen emergency like a pandemic or natural disaster.

Institutions should clearly outline in the housing contract the terms under which termination may occur.



## Decision-Making Process

The reasons for terminating a student's contract can be complex and challenging; therefore, a single timeframe or process for evictions may not be possible in all cases. For this reason, any decision-making process regarding the termination of a student housing contract should include a process that reflects a high degree of procedural fairness (see Section 3). The decision-making process should include:

### Notice

- appropriate and reasonable notice to the student, including the reason for contract termination and the policy being considered;
- a reasonable amount of time and applicable resources provided for the student to find alternative accommodation, while ensuring there are no safety risks identified for the individual. Examples of resources could include:
  - » staff at institutions that provide student housing services or financial services, and case managers, if applicable;
  - » listing of websites for finding accommodation;
  - » student association housing resources, if applicable;
  - » contact list of external community associations and resources; and
- timelines and details of the decision-making process provided to the student.

### Appeals

In all situations, students should be given information on the right to an unbiased appeals process (see Section 3). Information can include the appeals intake process, appropriate policies, exceptions to appeals (e.g. when there are identified safety risks to the student and community), resources available, and timelines. Considerations include:

- » clearly outlining what occurs during an unbiased appeals process, including any exceptions, and the impact on the eviction timeline;
- » upholding the safety of the on-campus housing community and the student at all times; and
- » access to outside support such as student unions, residence hall advisors, advocates, Ombudsperson, counseling, or accommodation searching resources, where applicable at specific institutions.



## Section 3: Procedural Fairness in Appeals Process for Housing Decisions

### Context

When students appeal a community standard decision, it is essential that the process is based on procedural fairness for all parties to ensure the students' rights are upheld.

### Leading Practice Recommendations

Procedural fairness is an administrative legal term that dictates the vital components in any administrative decision-making process including:

1. The person being suspected of violating an administrative requirement (the respondent) has the right to notice or to know of what they are being accused. This includes sufficient information about the allegation and the respective policy that has been violated and what the process will be for resolution.
2. The respondent has the right to be heard and present their account and present any relevant information they have regarding the situation.
3. The respondent has the right to an unbiased decision, which means that the decision-maker has not decided the case before reviewing the full information or has a conflict of interest in making the decision.
4. The respondent has the right to hear the reasons for the final decision where appropriate.
5. The respondent should have the right to an appeal and be informed of the procedures and timing of the appeals process.

The Canadian Association of College and University Student Services has produced a response for student affairs professionals called "Procedural Fairness for University and College Students" (Smith, Lynn & Usick, Brandy 2016) and is a helpful resource for student affairs professionals. All decision-makers should be familiar with the concepts of procedural fairness which requires that the greater the decision, the greater amount of procedural fairness that should be observed. To ensure decision-making processes are aligned with procedural fairness, providers should consider:

1. Addressing a student's right to know
  - How decision-makers are trained on the concepts of procedural fairness?
  - What decision-making processes are included in the contract or handbook, such as:
    - » How the student will be notified of any suspected violations?
    - » Who the decision-maker is for their case?
    - » How the student will be able to present their information?



- How will the decision be communicated to the student?
- How and to whom can a student appeal the decision?
- What are all related timelines?

## 2. Addressing Bias

Decision-makers should be free from bias (note: working within the same department does not necessarily suggest a bias). Decision-maker(s) must have the training, knowledge, and their role must not represent a conflict of interest for the outcome of the decision. Some ideas for decision-makers are:

- Residence Life student leaders for minor behavioural violations with outcomes that have low impact on students. This could include low-level violations such as a minor noise complaint, where the outcome is a written or verbal warning.
- Director/Manager of housing for more serious violations that can result in significant outcomes. Serious violations may include incidents such as violence or threatening behaviour where the outcome could include eviction.
- Hearing panel training is important and the selection of members for each case must be free from bias. It is important to note that a hearing panel is not appropriate in all cases, especially when considering the impact of sexualized violence incidents.
- A member of the campus community such as the student conduct officer of the campus who is external to the student housing community.

A clear and fair appeal process should be included within the description of the process.

The ability to grant an appeal is usually based upon the respondent's ability to demonstrate that key concepts of procedural fairness have not been met during the original process. Respondents usually stipulate that the original decision:

- did not follow the outlined process/procedures, and/or;
- there was bias within the decision-making process, and/or;
- there is new evidence that would more than likely significantly change the decision, and/or;
- the decision made was not consistent with or disproportionate to other similar situations.

When administrative decisions meet these standards, then a student's right to fairness is maintained. Some other suggestions for increased fairness in administrative processes are:

- At the time of notifying a student of a suspected violation, encourage them to seek support from on campus resources such as student associations, residence hall advisors, advocates or Ombudsperson.



- Allow students to bring support people with them to any and all stages of the process to serve as support and guidance for the student.
- Where possible, seek to have an appeal decision-maker(s) be as neutral as possible. This can include a staff member or a committee of 3 people from other areas of campus who understand the unique nature of living on campus but do not have direct oversight of the unit or could be a staff member in an arm's length position within the unit.
- Ensure that all communication with students regarding the alleged violation clearly articulates what is being investigated, by who, under what policy, using which process, how the decision was made, how the student can appeal the decision and the timelines associated with the appeals process.

## Examples

UVic Appeals Process: See page 21 of the Handbook: <https://www.uvic.ca/residence/assets/docs/communitylivinghandbook.2021-22.pdf>

## Resources

ACUHO-I Professional Standards and Ethical Principles [https://www.acuho-i.org/Portals/0/doc/res/acuhoi\\_standards\\_2017updates\\_fnl.pdf](https://www.acuho-i.org/Portals/0/doc/res/acuhoi_standards_2017updates_fnl.pdf)

CACUSS Monograph: Procedural Fairness for University and College Students (Smith & Usick, 2016) <https://www.cacuss.ca/resources/publications-and-webinars.html>



## Section 4: Reporting Non-Conduct Related Issues to be Resolved

### Context

This section primarily deals with non-conduct related issues. Currently, most student housing contracts outline processes for residents when conduct issues arise, including opportunities for residents to appeal related decisions and sanctions. In addition, most institutions train their Residence Life student professional staff to assist with interpersonal or community issues such as roommate conflicts.

In many cases, however, the contracts (and/or accompanying handbooks) may not clearly outline processes for dispute resolution in relation to *non-conduct* issues (for example, if a student has a dispute with the housing office regarding fees, housing staff, maintenance, or other issues).

From a post-secondary institutional perspective, it is important that the distinction between these kinds of disputes and conduct appeals should be made clear. If a resident has an issue with a sanction related to a resident's conduct, it should be dealt with through the *conduct* appeals process that should be outlined in handbooks and contracts.

In many cases, non-conduct disputes can and should be resolved via direct communication between the resident and housing staff. Housing procedures and policies should be designed to allow for some case-by-case exceptions and flexibility, depending on the circumstances of each individual. Similar to conduct decisions, housing staff should be trained to view each issue on its own, using policies and procedures as guides for decision-making.

### Leading Practice Recommendations

- Clearly communicate all processes in the housing contract and in accompanying handbooks or through other communication channels.
- Handbooks and other publications should clearly identify available supports for residents (e.g. the campus Ombudsperson, or the student society) who can assist students with resolution to issues.
- Develop and communicate clear lines of communication for students to report all types of issues and talk to housing staff as needed—who should they contact, how and when? What can they expect from housing staff?
- Students should be provided with contact information for all the staff in the organization who can assist them in resolving issues—this may include their student leaders (Residence Life, etc.), but also the relevant staff in the administrative and/or facilities departments.



- Train appropriate housing staff in student-centered service standards and ad-hoc or discretionary resolution skills. Clearly outline where and when staff are able to make on-the-spot exceptions or adjustments to policies, and when those decisions need to be referred to their supervisor. (For example, staff can be pre-authorized to waive fees for late key returns or extend move-out deadlines if minor travel delays come up for a student).
- Encourage residents to try direct communication to resolve the issue with the Residence Life student leader or housing staff as a first step.
- Develop and articulate clear processes and next steps (e.g. suggest students contact the Ombudsperson, senior student affairs professional, student association, etc.) if resolution can't be reached.
- Give clear direction as to who has the authority to make decisions to resolve administrative or facility-related issues.
- Resolve or mediate the issue through a committee, senior institutional administration, or other means.

## Example

UVic provides a business card size document to residents listing the email addresses and housing online portal so that students know who to contact if they have queries or concerns about:

- their experience living in on-campus housing;
- their room assignment;
- their student housing fees and charges; or
- something broken in their room or building.





## Section 5: Maintenance Disruptions & Entry Notice for Maintenance Issues

### Context

In student housing, it is essential to ensure the upkeep of the buildings and units are regularly maintained, and that health and safety issues are addressed promptly. It is important to communicate clearly to students what might happen during maintenance disruptions in documents such as contracts and handbooks, as well as in individual communications to students.

From an institutional perspective, there may be both planned and unplanned incidents where facilities are affected. In both cases, timeliness of repairs and communication are key to the provision of good service. Depending on whether it is a minor, single-trade repair or a major repair involving multiple trades, there can be staggered phases and delays in timelines that are out of the control of housing/maintenance staff.

### Leading Practice Recommendations

- Institutions should clearly and frequently communicate with students when emergency facility outages and disruptions occur. Information should be shared about possible timelines for repairs, and/or timelines for ongoing communication updates (and how to access information).
- Communication on specific disruptions or maintenance may be in the form of posters, web notices, and/or emails.
- Identify and communicate timelines for responding to an incident and include instructions and contacts for how the student can follow-up if required.
- Repairs for critical and safety needs should be prioritized (for example, plumbing, electricity, elevators, floods, broken windows, doors, and locks).
- Institutions should provide alternative services whenever possible (e.g. alternative locations for showers if hot water is affected) and may provide alternative accommodations in situations where room access is temporarily unavailable.
- When service disruptions are planned (for example, water or electricity turned off temporarily due to an upgrade or maintenance project), institutions should give as much notice as possible, and include clear direction as to possible timelines, alternative services provision, etc.
- Examples of significant service disruptions should be provided to students, as well as clear communication channels for reporting issues or asking follow-up questions, especially outside of regular business hours.
- If there is a question about possible compensation for more serious disruptions, students should be clearly directed to the housing staff who can assist them (as in Section 4).



- If there is a dispute, it should be directed to the appropriate dispute resolution process.
- Wherever possible, Institutions should try and develop follow-up measures to ensure that repairs were completed satisfactorily with no issues regarding access. This may take the form of a short follow-up questionnaire, for example.

## Examples

- Many institutions keep empty rooms available as emergency accommodations. For example, UVic maintains four fully furnished and outfitted independent rooms. UVic has also developed a “Displaced Student Protocol” to provide emergency alternative accommodation in case of larger scale issues (e.g. a flood or fire that impacts multiple rooms or a floor).
- In situations where students are required to be re-accommodated in another unit, room or building on a longer-term basis (due to emergency or planned repairs), UVic will provide moving assistance, which may include compensation for meals if access to kitchens is disrupted.
- Many institutions offer compensation to students on a case-by-case basis for significant service disruptions.

## Entry Notice for Maintenance Issues

From both a student and institutional perspective, it is important that the respect for individual privacy is maintained while ensuring that repairs and maintenance are completed. Communication protocols, such as notification of entry and completion, should be established and communicated to students, with 24-hour notice and/or a window of time for entry, except in cases of emergencies.

The communication channels for giving such notice to students should be clearly outlined in handbooks and other related documents. Students have the responsibility for checking communications (i.e. emails) and responding in a timely manner. Students also have the responsibility to ensure their unit is well kept so that maintenance and repairs can be completed without disturbing personal belongings.

Examples of urgent or emergency situations (where 24-hour notice cannot be given) should be clearly outlined. For example, urgent situations may include an ongoing alarm clock or comfort issues such as a blown breaker. Emergency situations may include a flood, a fire and other safety-related issues.

For some institutions, the housing department is not in control of repair or maintenance personnel because the process is managed through their institutional facilities or maintenance department (rather than by housing personnel). Therefore, the housing department may not be able to schedule when repairs are being completed. In cases like this, the housing department should work with the institutional maintenance department to ensure entry protocols are adhered to (knocking on doors, requesting permission to enter, announcing entry).



## Leading Practice Recommendations

- Housing departments should clearly define and communicate the processes they will use when entering resident rooms, in both emergency and non-emergency situations. These should be communicated in the housing contract and handbook, and staff should be trained in this process. Housing departments should also give examples of why and how they might enter a room on an emergency basis.
- Housing departments should give 24-hour notice for entry in non-emergency situations and communicate a window of time when the entry will take place.
- In cases where the housing department is unable to give notice for maintenance issues (as described above), clear entry protocols will be used by maintenance personnel or contractors.
- When maintenance issues are managed by non-housing personnel, the institution should work towards improving inter-departmental communications and processes so that 24-hour notice can be given in all cases.
- In all cases, entry protocols should be established with all staff trained on their application. See example below.
- Wherever possible, Institutions should develop follow-up measures to ensure that repairs were completed satisfactorily and there were no issues regarding access. This may take the form of a short follow-up questionnaire, for example.

## Examples

### From UVic Handbook:

Privacy, Room Access and Inspections: Your room is considered a personal, private space and this privacy will be respected. Student Housing staff may access your room without prior notice or permission if they have reason to believe there is:

- something in your room creating noise and interfering with others' ability to sleep or study;
- something in your room that could be a fire hazard or other danger; or
- an emergency that requires attention.

### From UVic Contract:

Student Housing Staff may perform room, apartment, or townhouse inspections for cleanliness and maintenance issues at a minimum of once per semester. Residents will be given 24 hours notice of such inspections. Where possible, residents will be given 24 hours notice of room entry for planned maintenance projects.



**From UBC Rights and Responsibilities Page:**

Residence Life or maintenance staff may need to access your room. Student Housing and Community Services staff and representatives are trained and expected to adhere to a protocol for entering a resident's room or unit regardless of whether earlier notice of entry has or has not been provided. They are to:

1. Knock on the door, announce themselves, wait.
2. Knock on the door, announce themselves, wait.
3. Knock on the door, announce themselves again as they open the door slowly. Wait and listen for a response.
4. Enter the room/unit.
5. Lock the door when leaving (even if the door was unlocked).
6. Leave a card to let the resident know they have been in their room/unit.

**From the SFU Handbook:**

SFU will provide you with a minimum of 24 hours' notice to enter your room or unit for reasons other than those identified below. Note that authorized SFU personnel will enter your assigned room or unit for inspection purposes at least once each Academic Term, and SFU will provide you with a minimum of 24 hours' notice prior to such inspection.



## Section 6: Housing Unit Move by the Institution

### Context

Being required to make a housing unit move within a contract period (or during the academic year) can be time-consuming, stressful, and have an adverse impact on the academic experience for students. A unit move should not occur frequently or without due consideration; and should be used as a 'last resort' solution. However, situations do occur where the best solution is for a resident to move during their contract term. Reasons include, but are not limited to:

- resident or community security and/or safety;
- significant damage and extended repairs required to the unit;
- intractable conflicts between residents sharing a room/living space;
- a group of residents who collectively have been unreasonable and consistently disruptive to others, despite having the student housing operator address the issue with them;
- an accessible unit currently occupied by a resident without a mobility disability is required by one with a mobility disability; or
- temporary relocation in designated furnished spaces for contagious illness, health and/or behavioural or other reasons.

### Leading Practices - Recommendations

If after all other remedies have been considered and a room move is still required, the following protocols could be considered:

- Consistent communication is key when working through these situations and should come in three forms:
  1. Written within the housing contract - typical contract language indicates that unit moves can be initiated by the student housing operator any time without notice. Contract language is typically silent about the cost of moving, provision of support, and the change in rental rate in the event of a move. From a legal perspective, it is recommended that this language be included as this is consistent with industry standards across North America.
  2. Written within the student handbook, within student housing standards, and/or code of conduct documentation - detailed guidelines should be articulated in a manner that clearly outlines the circumstances when moves may be required, the logistics of how these moves occur and support services available.
  3. Verbally-expressed - As a unit move should be a 'last resort' situation, it should not come as a surprise to the impacted resident. Throughout the process, consistent and clear verbal communication should occur between the resident and student housing provider staff.



- If available, assign the resident(s) to similar accommodation unless they prefer otherwise.
- Discuss the circumstances, limitations, options, and resident preferences with the impacted resident before reaching a final decision.
- While typically not defined in the contract language, if the rent is higher in the new unit than the one currently occupied, consideration should be given to honoring the original unit rate until the end of the contract term. If the reason for the move is not the fault of the resident, then the original rate should be offered automatically.
- Many student housing units are provided fully furnished; hence a room move is typically less arduous than moving from a marketplace rental unit to another. Different considerations or additional support should be given to moving situations for unfurnished units.
- In the housing application and room assignment processes, consider involving students in the selection of roommates as this may reduce the incidences of conflict.



## Section 7: Student Housing Rental Increases

### Context

On-campus post-secondary housing has a unique value to institutions and students by providing a living environment that typically include additional support and engagement from Residence Life student leaders, a central dining hall / meal plan, Wi-Fi connection and furnished rooms.

The cost of providing this experience must be balanced with the realities of housing insecurity, off-campus housing availability and conditions, and the need to support affordability. Institutions have an opportunity to both attract and retain students by providing safe, reliable, and affordable student housing.

While it is critical that the price of student housing be affordable, it is equally important that it is transparent. Students making their financial plans need to understand these costs, including annual increases, so that they can budget appropriately or seek alternate accommodations.

### Leading Practices - Recommendations

- Rate increases for student housing should go through an annual review and approvals process. Rate increases should be communicated to potential residents as early as possible.
- Limit rental rates by only charging up to what is needed for full operational cost-recovery, including the cost of borrowing, and ensure rates are at or below market rental rates within the region and within the range of rates charged by peer institutions across Canada.
- Ensure rental rates for accessible units are not more expensive for students with a disability or medical condition.
- Maintain planned rent increases unless extenuating circumstances arise, such as (but not limited to) extraordinary and significant cost increases, major damage resulting in significant repair costs, institutional demands or policy changes. In the event of extenuating circumstances, additional and timely communication / consultation should occur with residents and student leaders.
- To provide early notification, ensure that notice of increases occur before applications open for student housing, or at least three months before housing contracts begin, whichever comes first.
- Consider various sources of funding to create shelter-specific bursaries for students with financial need. As this will lower the barrier for students who otherwise would not be able to attend the institution.





It is recognized that post-secondary institutions are developing student housing infrastructure and policies at different rates and times throughout the province. It is important to recognize that costs will differ geographically; nonetheless, institutions should strive to keep affordability and accessibility of student housing at the forefront of current and future developments and be accountable to this goal.

### Example

UBC maintains maximum rent increases up to the Consumer Price Index + 2% unless extenuating circumstances arise. Students and their elected representatives are advised of proposed rent increases 4 months prior to year-round housing contracts and 8 months prior to Winter session housing contracts commencing to ensure transparency and proper engagement in the decision-making process. In the event of extenuating circumstances, additional and timely communications occur with residents and student leaders.



## Section 8: Contract Dates

### Context

Students living in rental units off campus typically sign a 12-month lease, pay a damage deposit and pay rent on a monthly basis. This can be appropriate for some students; however, many students require accommodation only during their terms of study, and most on-campus student housing offer housing contracts terms based upon academic start and end dates.

As part of the housing contract, students are offered move in and move out dates that align with key institutional academic dates such as start-of-term or end-of-exams. The contract dates are often known in advance by the housing provider and the student. Some post-secondary institutions use a contract end date that aligns with the student's last final exam date; in these cases, it is typical that the resident needs to move out within 24 hours of their last final exam. This is done primarily to help ensure a quiet study environment where all students continue studying. A challenge with these practices is often the dates of final exams are not known until part way through a semester and may change at the last minute. This can pose a challenge for a student who needs sufficient time to pack and make travel arrangements.

End of term move out periods represent a complex process for both students and student housing providers. At times, it can be challenging for students to complete all academic and move out requirements; and be able to secure travel or new accommodation. Additionally, providers experience tight timelines to complete sufficient maintenance and room cleaning prior to the next occupancy.

Providers often rely on third party contractors to provide cleaning and repairs. Scheduling access for them to the necessary spaces is challenging. In order to accommodate the needs of students who must stay beyond contract end dates, many institutions have implemented extra night options. As these are not contractual obligations and are decided on an as-needed basis, the terms are often not listed within the contract. They are typically provided as an extra daily fee to the student for the number of nights required.

### Leading Practice Recommendations

The goal of student housing contracts is to be fair, equitable and transparent of the rights and responsibilities of both the student and the operator. Fixed contract start and end dates meet the standard of fair, equitable and transparent more so than the alternative variable term end date based on an individual student's last final exam. Contract terms should have fixed tenancy dates with:

- a clearly stated tenancy start date a few days in advance of the academic term start date;
- a clearly stated tenancy end date that aligns with the last day of final exams; typically 24 hours after the final exam date or by 12 noon on the day after the last day of exams; and
- a description of early move in and late move out opportunities and the process to request such extensions.



It is recognized that early and late move-outs can be challenging to accommodate based upon space availability and the time needed to prepare the space to a suitable level. (e.g. when transitioning from summer activities to the academic term at the end each summer; and vice versa in the spring). For this reason, it is recommended that providers outline the process that students can take to extend their tenancy dates. This should include:

- information on fees associated with contract extensions;
- what information is required from the student when applying for an extension and any associated deadlines;
- what are the expectations for the student and/or the operator. For example, is the student required to move to another space for the extension, what is the move out time, etc.; and
- to ensure transparency of decision-making, providers should share the criteria that will be used to decide whether or not to grant the contract extension.

## Examples of Contract Dates and Extension Language

### Define Move-in and Move-out Dates:

Simon Fraser University provides a move-in and move out date within the Housing License Agreement and defines Move-in/out date as “the date and time indicated as the move-in/out date in your application/offer details page in SFU’s Residence and Housing online housing portal, or such earlier (later) date as agreed upon in writing by you and an authorized representative of SFU’s Residence and Housing Office.

### What are the conditions of move-out:

UVIC describes the requirement of move-out in their contract. They state, “Moving out means removing all person and personal possession, including waste and recycling, from your accommodation, and any bike or storage locker you have rented.”

### Outlining how to extend your contract:

SFU also outlines within the License Agreement what early move-in/late move-out requires. “An early move-in or late move-out may be permitted if you are able to provide written evidence satisfactory to the Residence and Housing Office that such early move-in or late move-out is necessary for a university related purpose and based on availability. You may apply to extend your contract term by submitting a “Contract Term Extension Application Form” to the Housing Office. A non-refundable daily room fee, as determined by SFU from time to time, will apply for any early move-in or late move-out.



## References

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