



Office of the VP Academic and University Affairs
**Residence Contract Assessment
and Recommendations**

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January 29th, 2015

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Executive Summary

This report outlines AMS policy on UBC's residence contract and associated housing regulations.

Despite being one of the biggest housing providers in British Columbia, as an educational institution UBC is not regulated by the BC Residential Tenancy Act – a piece of legislation passed to protect the rights of both tenants and landlords. Instead, UBC has autonomy in designing the residency contract that students must agree to in order to live in on-campus residence.

Due to UBC's current unilateral approach to residence contract, the rights of student tenants in the residence contract are lacking. The AMS recognizes the contract is written to give UBC latitude in extreme situations and thus may not always be enforced in daily practice. However, the contract as it is written still represents a potential reality for students living in residence at UBC. While no residence contract is flawless, the existence of diversity between several British Columbian universities' contracts shows that different approaches to the residence contract are possible and sustainable.

In light of these issues, the AMS has reviewed UBC's residency contract with student rights foremost in mind. For a brief overview, the AMS recommends that UBC:

- 1) Expand the explicit rights listed in the residency contract
- 2) Clarify the process for students to report problems within residence
- 3) Seek technology that would facilitate an automated 24-hour minimum notice period for room entry
- 4) Allow housing switches only for extraordinary reasons, with students having a guaranteed rent price level for the duration of their contract
- 5) Create a staggered contract termination policy, with a minimum notice period to be reduced or removed only for reasons of safety, security or livability
- 6) Clarify the Community Standards Process and Appeals Process in the residence contract or associated website
- 7) Modify its current Community Standards Appeals Process to be a student-based Appeals Committee process
- 8) Provide transparency on how SHHS decides to award compensation for disturbances
- 9) Increase the accessibility of residential insurance for students
- 10) Establish a student consultation policy for proposed housing fee changes

Introduction

Examination of UBC's residency contract reveals several concerns for students. This report will focus on the following ten issues: the enumeration of student rights; reporting problems and discrimination within residence; room entry by UBC employees; housing switches by UBC; contract termination by UBC; the community standards process; the community standards appeals process; compensation for disturbances; tenancy insurance; and consultation on housing fee increases.

In preparing this report, the AMS consulted with UBC's Residence Hall Association (RHA), an organization of elected students that represent individuals living in campus housing at UBC. The RHA was supportive of this report, and this report has incorporated their feedback.

While for simplicity this report assesses only one of UBC's many residence contracts ("Residence Contract 2014/2015 One term only and winter session"), its recommendations are relevant to all SHHS residences. This report will draw on existing best practices literature and legal residency contracts. The Association of College & University Housing Officers – International (ACUHO-I) published the *Standards and Ethical Principles for College and University Housing Professionals (2014)*, a comprehensive outline of best practices guiding university housing providers. While the AMS recognizing that residence is a unique housing arrangement, *British Columbia's Residential Tenancy Act* will be used to illustrate established principles for housing providers. Finally, this report will also draw on the residence contracts stipulated by other universities in the province; specifically the University of Victoria, Simon Fraser University and the University of Northern British Columbia.

Assessment and Recommendations

1 Enumeration of Student Rights

With UBC students coming from a wide range of backgrounds, clarity about the precise rights held by student renters while living in residence is crucial. As such, a university residency contract should provide a “clear and thorough written agreement between the resident and the institution convey[ing] mutual commitments”¹. The residence contract used by the University of Victoria exemplifies this practice, clearly articulating the various fundamental rights guaranteed to student tenants in stating:

- “• You have the right to be safe here ...
- You have the right to expect fair and consistent service from residence services staff ...
- You have the right to clear rules and standards of behaviour ...
- You have a right to a living space that is clean and well kept ...
- You have a right to live in an environment conducive to sleep and study
- You have a right to manage your own health and wellness ...
- You have a right to enjoy your living space ...”².

The short description of rights currently found in the UBC residence contract fails to thoroughly define the rights entitled to students while living in residence. The current description of student rights in the residence contract is short and does not provide clarity. The current contract outlines students’ rights as the following: “Every person in the community can expect consideration and respect for their feelings and needs, and in return has the responsibility to conduct themselves in a civil manner and to show respect for the rights of every other person in the community...Every person in the community can expect to live in an environment where their possessions and the communal space are shown respect by every other person”³.

Further rights of student renters are described in other sections of the contract, but they are often implicit and framed from the perspective of a “corresponding responsibility”. For example, though the contract prohibits initiations, hazing, dangerous activity, it does not explicitly state that residents have the right to be safe.

The AMS recommends that UBC expand the explicit rights listed in the residency contract. Drawing on the University of Victoria’s residence contract, UBC’s contract should include that student renters:

- have the right to be safe
- have the right to expect fair and consistent service from UBC staff
- have the right to a living space that is clean and well kept
- have the right to live in an environment conducive to sleep and study
- have the right to clear rules and standards of behaviour

2 Reporting Problems and Discrimination within Residence

To complement the enumeration of student renter rights, there must be a clear process for reporting problems student renters encounter in residence. Whether these problems are due to other student renters

¹ ACUHO-I, *Standards and Ethical Principles for College and University Housing Professionals* (2014), 9

² University of Victoria Residence Services, *Residence Contract 2014/2015* (2014), s. C 1.1

³ UBC SHHS, *Residence Contract 2014/2015 One term only and winter session* (2014), s. 2.01

or by housing provider, students must be informed of how to address the situation. The university housing provider should facilitate this by “provid[ing] students the opportunity to report bias related incidents”⁴.

Currently, little information or advice is provided to students about what action to take if they believe their rights have been violated while living in residence. While the SHHS website provides links about issues of mental health, sexual assault, it does not address students who encounter a problem specifically with SHHS. The webpage that discusses “bias” is difficult to find and unclear - it appears what this webpage means by “bias” is in fact discrimination⁵. A more explicit and straightforward webpage discussing discrimination within and by SHHS is needed.

The AMS recommends that SHHS dedicate a page on its website for students who feel their rights have not been respected while living in residence. This page should clarify the process for reporting problems with residence, giving options both within and outside SHHS. For students concerned about their rights, the webpage should recommend making a complaint to their Residence Advisors or Residence Life Managers. For students concerned with discrimination within SHHS, the webpage should recommend making a complaint to an external body and describe the resources available on campus (such as AMS Advocacy Office, Access and Diversity, UBC Equity Office, UBC Ombudsperson, or the RCMP).

3 Room Entry and Inspection

Housing is intended to provide a secure space where students can live their academic and private lives. However, the secluded nature of residential accommodation is diminished by the fact that the UBC contract allows UBC employees to enter student residential units without notice for safety, inspections, and repairs, among other reasons⁶.

Students’ right to privacy and personal space should be respected within the contract. BC’s Residential Tenancy Act stipulates landlord’s provide a minimum 24 notice before entry into a tenant’s home, unless with the tenant’s consent or in an emergency situation⁷. In the University of Victoria’s contract, students are guaranteed a 24-hour notice for room inspections⁸.

The AMS does not agree with current UBC policy, but recognizes that the technology currently used limits SHHS’s ability to establish an automated notice system. Until the establishment of such technology, the AMS recommends all residence contracts be updated to include a policy on room entry similar to that in use at Acadia Park, where if SHHS decides to undertake maintenance necessitating room entry it is required provide 24 hours notice. This notice can be removed only for reasons of health and sanitation, or when the resident has requested maintenance. For clarity, the policy at Acadia Park mandates:

“Except when otherwise permitted pursuant to Sections 12(c) and 17, the Landlord will provide at least 24 hours’ notice to the Tenant prior to entering the premises for the purposes of conducting renovations, alterations or repairs (other than emergency repairs) which in the sole discretion of the Landlord are necessary or desirable.”⁹

Looking to the future, the AMS recommends SHHS seek technology that would facilitate an automated 24-hour minimum notice period for all room inspection, repairs or deliveries. This notice could take the form of

⁴ ACUHO-I, *Standards and Ethical Principles for College and University Housing Professionals* (2014), 12

⁵ UBC SHHS website, “Busting Bias” <http://vancouver.housing.ubc.ca/busting-bias/>

⁶ UBC SHHS, *Residence Contract 2014/2015 One term only and winter session* (2014), s. 1.25

⁷ BC Residential Tenancy Branch, *Residential Tenancy Act* (2012), s. 10.6.2

⁸ University of Victoria Residence Services, *Residence Contract 2014/2015* (2014), s. C 2.25

⁹ UBC SHHS, *Residence Agreement 2014/2015 Acadia Park* (2014), s. 14

an automated email that warns the student a staff member will be entering their room in the next 24 hours, and an expected time of entry. This minimum notice period should be ignored only for reasons of safety, security or emergency, or where the student renters provide consent. Consent is defined as verbal permission from the student renter (or at least one of the renters for common areas of multiple students) at the time of entry.

As maintenance-requests are often made several weeks before the maintenance is actually done, a maintenance-request would not constitute consent and does not eliminate the need for notification at least 24 hours before the work is expected to be undertaken. The AMS recommends the online maintenance request form be updated to allow student renters to indicate an “emergency” maintenance situation (e.g. leaking toilet), thus authorizing the removal of the notice period.

4 Housing Switch by the University

After committing to a residence and signing the contract, students should be able to expect a consistent and reliable living space for the duration of their contract. Currently, UBC has the right to change accommodation type (residence area, floor, building or different type of room or unit) without notice, after which students are required to pay the new residence fees¹⁰.

Understandably, exceptional circumstances (safety, hazards) may require certain housing units to be vacated. This is already an inconvenience to students, and should not be exacerbated by an unexpected increase in housing price. Due to the mandated Termination Fees, students cannot freely cancel their contract in the event of a rent increase¹¹. If students have committed to a certain housing expense, an unexpected increase of this expense could be financially problematic.

The AMS recommends that the residence contract be updated to allow UBC to switch housing types only in the event of a safety concern, extended repairs or emergency, or unless otherwise requested by a student. In the event UBC switches a student’s housing situation, the student should not be required to pay new residence or meal plan fees, if applicable. Instead, the price level of the residence where a student first signed an agreement should be set as the maximum cost of rent for the duration of that student’s contract.

5 Contract Termination by the University

Finding housing on short notice is difficult and extremely stressful – especially when coupled with financial and academic concerns. Housing security is critical to a student’s personal and academic success.

At UBC, a student who breaches the contract, fails to pay fees, or does not meet the eligibility requirements of the contract (among other reasons) can have their residency contract terminated by UBC without notice¹². As this policy ignores the extenuating circumstances that caused a student’s contract to be terminated, students already facing some hardship (economic, personal, mental health concern or otherwise) may be further saddled with immediate housing concerns. A more appropriate policy would be one that recognizes the diverse reasons a student’s contract could be terminated.

¹⁰ UBC SHHS, *Residence Contract 2014/2015 One term only and winter session* (2014), s. 1.09

¹¹ UBC SHHS, *Residence Contract 2014/2015 One term only and winter session* (2014), s. 1.14

¹² UBC SHHS, *Residence Contract 2014/2015 One term only and winter session* (2014), s. 1.15

In order to protect the rights of renters, most tenancy agreements require a notice of termination. The BC Residential Tenancy Act stipulates a one-month notice for problems caused by the tenant, or 10-day notice for a tenant who has not paid their rent on time¹³. The residency contract at the University of Northern British Columbia finds a middle ground: in the case that UNBC terminates the contract, the contract stipulates a 24 to 72 hour period between the UNBC serving notice of termination and the contract's ending, depending on reason of termination¹⁴. This notice period can be reduced if UNBC deems appropriate, for reasons of safety.

The AMS recommends that UBC adopt a staggered contract termination policy, with a minimum notice period of:

72 hours, in the case that a student does one of the following:

- severely breaches the residence contract (in a non-violent manner)
- makes a false statement on their eligibility requirements

7 days, in the case that a student does one of the following:

- does not pay the residence fees or assessments before they are due
- withdraws voluntarily or is withdrawn by UBC from the university without an exception made for their withdrawal (e.g. By Access and Diversity or Academic Advising)
- no longer meets the residence eligibility requirements
- fails to provide information required to complete the Contract Confirmation, ID and Emergency Contact Card

The AMS recommends the minimum notice period be reduced or removed only for reasons of safety, security, or where the student is severely impacting the livability of other students in residence (through noise or other disturbance). Only the Managing Director of Student Housing and Hospitality Services can authorize a reduction or removal of the notice period.

The AMS further recommends that SHHS offer assistance to students who have their contract terminated by UBC, regardless of the cause of the termination. This assistance should involve offering a SHHS staff member to sit down with the student and discuss their housing options, and communicate different resources for finding new accommodation (e.g. Craigslist).

6 Community Standards Process

To be informed community members, students living in residence require a clear understanding of the disciplinary process and potential consequences enforced in residence. Best practices recommend that the residence contract “document institutional policies and rationale for policies, procedures, and expectations that affect residents including the potential consequences for violation”¹⁵. At UBC, the residence contract specifies that the Community Standard Process exists to handle student conflicts with the residence standards.

Unfortunately, the UBC residency contract and associated webpage lacks clarity and transparency on the Community Standards Process. Little information is made available as to the process when dealing with

¹³ BC Residential Tenancy Branch, *Residential Tenancy Act* (2012), s. 12.2

¹⁴ University of Northern British Columbia, *Resident's License Agreement* (2014), s. 5.1

¹⁵ ACUHO-I, *Standards and Ethical Principles for College and University Housing Professionals* (2014), 12

Contract violations, most importantly the consequences of different violations and the details on the appeals process.¹⁶

The Community Standards Process at SFU provides more precision and transparency around its Community Standards Process. The SFU residence contract outlines the five levels in the “Progression of Negative Behaviour”, ranging from “Disruptive” to “Repeatedly Severe/Evictable Offence”¹⁷. Each level is described and several examples of each level of negative behaviour are listed. The contract goes on to list the staff positions that decide restitution, which staff are involved in a standards meeting, describes typical restitution required for each level of negative behaviour, and finally which staff position to contact for an appeal.

The AMS recommends that the residence contract or associated website clarify the Community Standards Process. Following the model used by SFU, UBC should clarify what sort of actions lead to what sort of consequences (number of standards points awarded and other conditions).

7 Community Standards Appeals Process

Since the late 1990s, there have been calls from UBC students for an appeal body on campus for housing-related matters made up of representatives not employed by SHHS¹⁸. Whereas appeals processes in most other areas of UBC discipline culminate in a committee composed, at least in part, of students, misconduct in housing is overseen solely by the Residence Standards Appeal Officer¹⁹. Standards decisions, which directly affect students and potentially cause a loss of housing, must have a fair appeals process in place to guarantee a fair outcome.

This policy is not consistent across all of UBC. Unlike UBC Vancouver, the Appeals Process in place at UBC Okanagan (UBCO) uses an Appeals Committee rather than an Appeals Officer. UBCO keeps 12 to 18 student residents from various residences on a roster, then pulls three or five of these students to make up an Appeals Committee. At UBCO, a Senior Residence Advisor and Residence Life Manager are involved in the organization of the committee, and in explaining the Community Standards Process and residence contract to the Appeals Committee. However, no person employed by SHHS is a voting member of the Appeals Committee.

At UBCO, the Appeals Committee is used only for appeals of decisions that resulted in less than four standards points. At UBCO, appeals of decisions that resulted in eviction (four standards points) are heard by the Director of Business Operations.

The AMS recommends SHHS replace its current Appeals Process with a student-based Appeals Committee process. The Appeals Officer position should no longer be the sole determiner of an appeal’s outcome, but be replaced by a student-based committee. Importantly, this committee should be used for appeals of *all* decisions – no matter the number of standards points or if the decision resulted in eviction.

The AMS recommends SHHS explore two avenues for the creation of the Appeals Committee. First, SHHS should explore using the existing President’s UBC Vancouver Non-Academic Misconduct Committee. Alternatively, SHHS could establish its own Appeals Committee akin to UBCO. In this latter case, the committee should be comprised of at least three undergraduate students living in residence. The Appeals Officer should facilitate the Appeals Committee by communicating with the appellant and the committee

¹⁶ UBC SHHS, *Residence Contract 2014/2015 One term only and winter session* (2014), s. 2.03

¹⁷ Simon Fraser University Residence and Housing, *License Agreement 2014-2015* (2014), s. 2.032

¹⁸ The Ubysey, “The RTA—what the controversy’s all about” (2000), Vol 81 Iss 29

¹⁹ UBC SHHS website, “Residence Standards” <http://vancouver.housing.ubc.ca/residence-life/residence-standards/>

members to organize a meeting time, ensuring there are no conflicts of interest, and providing information to committee members on the contract, Residence Standards and standards point, and the investigation process.

8 Compensation for Disturbances

As a fast-growing community, UBC has a significant amount of construction occurring around campus and in the residences. Students are often living in newly constructed buildings. At times, construction projects or malfunctioning infrastructure can disturb students living in residence. Disruptions at times have been so severe as to warrant compensation for students who were negatively impacted, seen at Totem Park in 2012.²⁰ This seems fair - if students are paying rent for certain amenities and these amenities are not provided (even if the building in question was recently built), then compensation may be justified.

The UBC residence contract states “there will be no compensation or reduction to [student] residence fees due to disruption and/or relocation”²¹. However, this policy has shown to be applied inconsistently. In some cases SHHS has found that construction disturbances do in fact warrant compensation; while in others SHHS uses this policy to defend offering no compensation (as seen at Ponderosa Commons since opening in 2013).

The AMS recommends that SHHS provide transparency on how it decides to award compensation for disruption. In particular, what amenities can students expect to be provided for them, and after what period of time compensation is warranted without provision of these amenities. This information should be made available either in the residence contract or on the SHHS website, in order to allow for a certain level of internal consistency and accountability.

9 Residential Insurance

In the event of property loss or damage, a comprehensive insurance policy is important for reducing resulting financial strain. However, many students may not be covered by any residential insurance policy. Though UBC “strongly advises” students to obtain a residential insurance policy, this recommendation can easily go unheeded²². Increasing the rate of residential insurance coverage can reduce strain between students and SHHS. For example, students whose belongings were damaged by the 2013 flooding at Ponderosa Commons would ideally approach their insurance provider for compensation rather than SHHS.

The AMS recommends that UBC explore options for making residential insurance easily available to students. UBC should provide more information about residential insurance providers, average rates, and the process of acquiring insurance to students. SHHS should instruct Residence Advisors to encourage students to buy insurance, and facilitate their purchase.

²⁰ The Ubyyssey, “New Totem Park residents get compensation for hot water problems” (2012)

²¹ UBC SHHS, *Residence Contract 2014/2015 One term only and winter session* (2014), s. 1.35

²² UBC SHHS, *Residence Contract 2014/2015 One term only and winter session* (2014), s. 1.22

10 Consultation on Residence Fee Changes

Housing affordability and housing security are critical to students' personal and academic success. An increase in residence housing fees by UBC will impact the lives of the thousands of students living and aspiring to live in on-campus residence. As such, best practices recommend all students should be "given the opportunity for comment on proposed rate increases"²³.

In order to ensure housing security and to protect the rights of renters, most tenancy agreements set a maximum yearly rent increase. The BC Residential Tenancy Act stipulates a maximum increase rate²⁴ allowable by landlords in the province²⁵. Rent can be raised by a rate above this maximum only if the landlord can obtain their tenants' consent or through a successful application process to the Residential Tenancy Branch.

At UBC, the residence contract makes no mention of housing fee increases. The contract applies only to a given academic year, and it is updated each year to reflect any changes in housing fees. In order to live in Student Housing, students must consent to pay the housing fees listed in their contract. As UBC is not covered by the Residential Tenancy Act, students have no legal provisions or recourse in the event of rent increases.

Students currently have little representation in the process of determining housing fees. The emergence of student protests on proposed rent increases by UBC, as witnessed in Winter Session 2014-2015, is a symptom of this student consultation deficit. To align with best practices, SHHS must strengthen its relationship with students and incorporate student opinions into the rent increase process. In order to maximize the benefits of a tuition increase, the decision on how to use the increased revenue from housing fee changes must be made in consultation with students about their needs.

The AMS recommends that UBC adopt a student consultation policy on proposed housing fee changes. This policy should be similar to UBC's policy on consultation on tuition and mandatory fees, Policy 71, and might be incorporated as a revision to that policy. Student leadership and students at large should both be consulted, and students consulted should be representative of the diversity found on campus, coming from a range of socio-economic backgrounds and home-communities (lower-Mainland, Canadian, international). Both students living on- and off-campus should be consulted, and the majority should not be employed by SHHS. Students should be consulted about the impact of a housing fee increase before, during and after the increase takes place, and should have the opportunity to see the use of the revenue gained from the fee increase.

²³ ACUHO-I, *Standards and Ethical Principles for College and University Housing Professionals* (2014), 8

²⁴ The RTA maximum rate changes yearly, but was set at 2.2% in 2014 and has ranged between 2.2% and 4.6% since 2004.

²⁵ BC Residential Tenancy Branch, *Residential Tenancy Act* (2012), s. 8

Concluding Remarks

The AMS recommends that UBC:

- 1) Expand the explicit rights listed in the residency contract
- 2) Clarify the process for students to report problems within residence
- 3) Create a guaranteed 24-hour minimum notice period for room entry, except when consent has been provided by the renters or for an emergency
- 4) Allow housing switches only for extraordinary reasons, with students having a guaranteed rent price level for the duration of their contract
- 5) Create a staggered contract termination policy, with a minimum notice period to be reduced or removed only for reasons of safety, security or livability
- 6) Clarify the Community Standards Process and Appeals Process in the residence contract or associated website
- 7) Modify its current Community Standards Appeals Process to be a student-based Appeals Committee process
- 8) Provide transparency on how SHHS decides to award compensation for disruption and disturbances
- 9) Increase the accessibility of residential insurance for students
- 10) Establish a student consultation policy for proposed housing fee changes

The AMS recognizes that UBC is constrained in its policy creation by legal liability. But if this legal issue is curbing UBC's willingness to include some information in its residential contract, then it is negatively impacting students. As a solution, the AMS recommends that UBC look at creating an online "residency guidebook". This guidebook would offer the ability to provide students information and explanation of issues, without that published material causing liability issues, and in non-legal language that students can understand. Topics to be covered include the Community Standards and Appeals process and construction expectations and compensation policy.