



MacEwan Residence

Community Standards

August 2024

Residence Community Standards

1. Overview and Purpose

MacEwan Residence Services (“Residence Services”) provides an inclusive and respectful community where all its members, including Residents, Guests and Residence Life Staff, can live, study and work in a safe environment. Residence Services ensures that the Residence is a safe and healthy space that is primarily focused on supporting the academic endeavours of its Residents.

In order to better accomplish its goal, these MacEwan Residence Community Standards (the “Standards”) have been established to outline the rights and responsibilities of Residents, establish rules and standards for their conduct, clearly communicate the consequences for Violations of those rules and standards, and explain the process followed by Residence Services in resolving these matters. Capitalized terms in these Standards have the definitions set out in Section 13.

Violations of the Standards will result in an investigation and Sanctions. Serious Violations will result in serious Sanctions, including fines, evictions or suspensions. Further, a Violation may also represent a breach of municipal, provincial or federal law, and Residence Services will refer any such breaches to appropriate law enforcement authorities for investigation.

2. Application

The Standards exist to protect the safety and security of Residents, Guests and Staff. The Standards apply to all MacEwan Residents at the Residence and during all Residence-related events, even if these events do not take place at the Residence. The Standards apply to Guests who visit the Residence.

When possible, Residence Life staff may attempt to resolve concerns, complaints and Violations using restorative justice practices. This may include a staff-supervised conversation between the affected students to allow everyone to take responsibility for their behaviours and express how they were impacted by what happened.

Nothing in these Standards limits the remedies available to MacEwan Residence as a landlord resulting from the breach of a Residence Agreement by a Resident.

3. Rights and Responsibilities

The well-being of MacEwan Residence rests on the balance of the community’s ability to meet the needs of the individual and vice versa. This balance is best achieved when everyone is aware of their rights and accompanying responsibilities to themselves, others and the community. The following guiding principles describe the rights and responsibilities of the individual within the Residence community:

- Every person in the community can expect consideration and respect for their feelings and needs and, in return, has the responsibility to show respect for the rights of every other person in the community.
- Every person in the community can expect to live and work in an environment where every other person shows their possessions and the communal space respect.
- Every person has the right to be heard when voicing a concern. All concerns or disputes about the validity of incidents will be heard by a Staff member.
- Every Resident is responsible for what happens in their room, suite or area under their control.

Resident(s) residing in that room or suite may be held responsible for the Violation regardless of their presence unless it is clearly demonstrated that the Resident had no knowledge nor contributed to or condoned the Violation.

4. General Standards

- 4.1. Residents shall abide by all federal, provincial and municipal laws; regulations and bylaws; the policies of MacEwan

University; their Residence Agreement and these standards.

- 4.2. Residents shall report violations of the Standards to Residence Services Staff, MacEwan Security Services Staff or to law enforcement personnel.
- 4.3. Residents shall abide by any sanctions determined, including when an appeal has been filed and is under review or an investigation is still underway where a sanction has been imposed on an interim basis.
- 4.4. Residents shall check their MacEwan University Email or other Email that was provided to Residence Services daily and ensure their contact information on file with Residence Services is up to date.
- 4.5. Residents shall cooperate with Residence Services Staff, Security Services, university employees and emergency personnel, including compliance with all verbal and written instructions and requests, providing proper identification, and assisting honestly with investigations.
- 4.6. Residents shall allow full access to their assigned suite to MacEwan University upon request. Security Services, Residence Services Staff, emergency personnel or any other person approved by the Senior Manager are authorized to enter any suite with or without expressed permission of the Resident to address any possible health, safety or building concern.
- 4.7. Residents shall keep their Residence ID card and keys on them at all times when in the Residence.
- 4.8. Residents shall not share their Residence ID card or keys with any other person or be in possession of any other person's keys or Residence ID card.
- 4.9. Residents shall not keep, house or store any pet or other living animal in the Residence, with the sole exception of a fish, provided the aquarium is less than 5 gallons, and the Resident's suitemate has consented.
- 4.10. Residents shall return all signed-out materials, resources and equipment within the timelines permitted.
- 4.11. Residents shall not engage in Violence, Hazing, Dangerous or Offensive activities

(see glossary on [page 13](#) for definitions of these terms).

5. Health and Safety

- 5.1. Residents shall not tamper with any fire safety equipment or use emergency exits in a non-emergency.
- 5.2. Residents shall not smoke any tobacco or cannabis-related products in or around the Residence Building other than in designated smoking areas. This includes any e-cigarette, vape, pipe, bong or other device.
- 5.3. Residents shall not use any device that poses a risk of fire. Such devices may include candles, neon signs, hydroponic lights, non-LED lights or any other device that poses a fire risk or involves an open flame.
- 5.4. Residents shall not leave stove burners, cooking devices or hair devices, such as straighteners, unattended at any time while they are active and should unplug such devices when not in use.
- 5.5. Residents shall not obstruct any exits, doorways, hallways or stairways.
- 5.6. Residents shall not possess, use or store any weapons or dangerous goods that could be used to harm others or that could pose a safety risk.
- 5.7. Residents shall not operate any vehicle, scooter, skateboard, bike, hoverboard or other motorized or non-motorized transportation device inside Residence other than those required as a mobility device.
- 5.8. Residents shall read and follow all Communicable Disease protocols when in effect nationally, provincially, in the City of Edmonton, at MacEwan University or in MacEwan Residence. When in effect, protocols will be communicated and made readily available.

6. Community Conduct

- 6.1. Residents shall live with consideration of those around them.

- 6.2. Residents shall not produce excessive noise which may disturb other Residents, Guests or MacEwan employees.
- 6.3. Residents shall comply with quiet hours, during which noise levels produced should be kept to an even lower minimum.
 - a) Quiet Floors:
 - 8 pm to 8 am
 - b) Regular Floors:
 - Sunday to Thursday:
10 pm to 8 am
 - Friday and Saturday:
12 am to 8 am
 - c) Exam periods:
 - One week before
MacEwan's final exam
period: 24 hours a day
- 6.4. Residents shall not produce excessive odor which may impact other Residents or MacEwan employees or cause damage to surfaces or MacEwan property.
- 6.5. Residents shall not enter any other Resident's suite unless specific permission to do so is given on each occasion.
- 6.6. Residents shall not engage in door-to-door selling, soliciting, distributing of materials or any other advertising unless written permission has been granted by the Senior Manager.
- 6.7. Residents shall not operate a business within the Residence unless written permission has been granted by The Senior Manager.
- 6.8. Residents shall not campaign for any MacEwan, municipal, provincial or deferral election in the Residence unless written permission has been granted by the Senior Manager.
- 6.9. Residents shall not participate in any sports, athletic activities, games or other recreational activities in Residence if they pose a potential risk of causing harm, damage or disturbance to other Residents or MacEwan employees.
- 6.10. Residents shall not film other Residents, Guests or MacEwan employees unless consent has been obtained.

7. Physical Spaces

- 7.1. Residents shall report any deficiencies in their physical spaces or common spaces by submitting a work order.
- 7.2. Residents shall not damage or misuse any Residence property or other Residents' property, including as a result of negligence.
- 7.3. Residents shall not modify, tamper or alter any Residence property, plumbing, electrical, HVAC or window systems.
- 7.4. Residents shall not use any nails, push-pins, tacks, duct tape, 3M command hooks or any other material that may damage the walls or ceilings of a suite or common area.
- 7.5. Residents shall follow window closure orders during the winter and any other time when the temperature is below 0°C.
- 7.6. Residents shall keep their living spaces clean, including their suite doors, in collaboration with their roommate, if applicable.
- 7.7. Residents shall use designated waste and recycling facilities responsibly and shall not leave garbage or recycling in their suites, the hallway or the lounges.
- 7.8. Residents shall abide by the occupancy limits of suites:
 - a) Bachelor Suite: no more than four (4) people
 - b) Two-Bedroom Suite: no more than eight (8) people
 - c) Four-Bedroom Suite: no more than sixteen (16) people
- 7.9. Residents shall not access unauthorized areas, including unoccupied suites and bedrooms.
- 7.10. Residents shall not remove furniture from suites, rooms or common areas.
- 7.11. Residents shall not use or install non-MacEwan issued appliances or machines unless written permission has been granted by the Senior Manager.

7.12. Residents shall not sleep in lounges or other common areas.

8. Drugs, Alcohol and Cannabis

8.1. Residents shall not possess, use, sell, manufacture, give, administer, send, deliver, transport or distribute any illegal drug or controlled substance or be in possession of any paraphernalia related to illegal drugs.

8.2. Residents under the age of 18 shall not consume alcohol or cannabis at the Residence.

8.3. Residents who choose to possess cannabis shall only possess the lawful amount, and all cannabis products must be stored in an airtight and sealed container.

8.4. Residents who choose to possess alcohol shall not possess large volume containers holding more than 1.18L or alcohol with a concentration higher than 40% alcohol (by volume).

8.5. Residents shall not participate in any practices or use any items or paraphernalia which may encourage or contribute to binge drinking.

8.6. Residents who choose to consume alcohol or cannabis shall do so responsibly, in compliance with the law, and must not endanger anyone's health or safety, including their own. Individuals remain responsible for their actions regardless if they are intoxicated or not.

8.7. Residents shall not consume alcohol or cannabis products in any common area in the Residence. Residents may consume alcohol or edible cannabis products in their suite, provided their exterior suite door is closed, and may smoke cannabis at the designated cannabis smoking areas on campus.

8.8. Residents shall not make, brew or bottle their own alcohol or be in possession of any wine or beer-making kits. Any items or equipment being used to make alcohol may be confiscated by Residence Services or Security Services without compensation.

8.9. Residents shall permit Residence Services, Security Services or Edmonton Police Service to inspect the contents of a drinking container when in a common area if asked. If a Resident does not comply, the substance of the container will be treated as alcohol during the interaction, investigation and conduct follow-up process.

8.10. Residents shall only transport alcohol or cannabis through common areas in sealed containers within an opaque bag or package.

8.11. Residents shall not have cannabis plants in their suites or in the Residence.

8.12. Residents shall not sell any cannabis products to any other Resident or Guest.

9. Guests in Residence

9.1. Residents must be with their Guest(s) at all times and shall be responsible for the actions of their Guest(s), including violations of these standards.

9.2. Residents shall understand that minors are not permitted as Guests and shall not host or attempt to host a minor unless:

- a) The minor is a current MacEwan Student;
- b) The guardian or parent of the minor is on-site with the minor at all times; or
- c) Permission has been granted by Residence Services.

9.3. Residents shall understand that any person who has been evicted, banned or trespassed from Residence or MacEwan University is not permitted entrance to Residence and is not permitted as a Guest.

9.4. Residents shall not attempt to host any person who is not permitted as a Guest, and it is the Resident's responsibility to ensure that their Guest is permitted in Residence.

9.5. Residents shall not host overnight Guests during Fall Orientation Week, which is the time period between move-in day and the

first day of classes for the MacEwan Fall Semester.

- 9.6. Residents shall obtain their roommate's consent prior to hosting a Guest.
- 9.7. Residents shall not host more than three (3) Guests at any one time.
- 9.8. Residents shall understand that Guest Sign-In may occur at any point in the semester, whereby a staffed checkpoint will be present in the lobby. Residents must show their Residence ID in order to enter the building or sign in Guests. Guests must provide approved photo identification and contact information to Residence Services.
- 9.9. Residents shall not host a Guest for longer than three (3) consecutive nights to a maximum of 15 nights per semester unless written permission has been granted by the Senior Manager.

10. Community Standards Process

10.1. Intention to Violate is Irrelevant

- 10.1.1. It is not necessary to establish that a Resident intended to violate a Standard in order to make a Finding or impose a Sanction.
- 10.1.2. Neither ignorance of these Standards, nor intoxication as a result of drugs or alcohol, is a defence to conduct that represents a Violation.

10.2. Standard of Proof

- 10.2.1. A Conduct Officer, the Senior Manager or the Director determines whether a Violation has occurred based on what is more or less likely to have occurred given the available information. Where it is more likely than not that the Violation occurred, the Conduct Officer, the Senior Manager or the Director will find the Resident responsible.
- 10.2.2. An Appeal Committee may make a Finding and impose a Sanction.
- 10.2.3. It is not necessary to establish beyond a reasonable doubt that a Violation occurred in order to make a Finding and impose a Sanction.

10.3. Complaints

- 10.3.1. Any person may make a complaint to Residence Staff about a Violation of the Standards by any person.
- 10.3.2. Upon receipt of a complaint or becoming aware of information indicating the possibility of a Violation, Residence Staff shall complete and submit appropriate documentation.
- 10.3.3. Upon receipt of an Interaction Report (IR), or upon learning of any activity which may qualify as a Violation of the Standards, a Conduct Officer, the Senior Manager or the Director shall:
 - a) Commence an investigation regarding the complaint; or
 - b) Where the Conduct Officer, Senior Manager or Director is satisfied that there is no Violation of the Standards, the complaint was resolved verbally by the Residence Staff, or that the complaint is frivolous or made in bad faith, take no action.

10.4. Investigations

- 10.4.1. Where a Conduct Officer, the Senior Manager or the Director may, having regard to the nature of the complaint, the seriousness of the alleged Violation, the safety and security of the Residence and the Residents, and any other relevant factor:
 - a) Impose Sanction(s) on an interim basis pending the outcome of the investigation;
 - b) Where the Violation includes an alleged breach of a MacEwan University policy, inform MacEwan University of the nature of the allegation;
 - c) Where the Violation includes an alleged breach of municipal, provincial or federal law, regulation or bylaw, inform law enforcement personnel or MacEwan Security Services of the allegation;
 - d) Notify the subject of the complaint about the complaint by Email;

- e) Provide the subject of the complaint a reasonable opportunity to respond to the complaint;
- f) Require the subject of the complaint to attend a meeting in person to discuss the complaint; and
- g) Interview any person, request the provision of any documents and take any action necessary to investigate the complaint fairly; and
- h) Take any other step reasonably required in the circumstance.

10.4.2. Where the Conduct Officer, the Senior Manager or the Director requires the subject of a complaint to appear in person to respond to an alleged Violation, the Conduct Officer, the Senior Manager or the Director may establish a date and time for the meeting and shall inform the subject of the complaint by Email.

10.4.3. Where the subject of a complaint fails to attend the scheduled meeting, the Conduct Officer, the Senior Manager or the Director may proceed to complete the investigation based on the information available to the Conduct Officer, the Senior Manager or the Director.

10.4.4. Upon completion of the investigation, the Conduct Officer, the Senior Manager or the Director shall render a decision by Email, including:

- a) Findings regarding whether a Violation occurred; and
- b) Imposing Sanctions where a Violation is found.

10.4.5. The Conduct Officer, the Senior Manager or the Director will communicate the decision to the subject of the complaint by Email or in person and may communicate the decision to the person who made the complaint and to any other person as determined by the Conduct Officer, Senior Manager or Director.

10.5. Sanctions

10.5.1. Where a Conduct Officer, the Senior Manager or the Director makes a Finding of a Violation, they may impose one or more of the following Sanctions, having regard for the seriousness of the conduct, whether or not the Violation was intentional, any previous Violations, any aggravating or mitigating circumstances, the objectives of the Standards and any other relevant factor:

- a) Between 1 and 5 Disciplinary Points per Violation;
- b) A formal letter or warning;
- c) An educational Sanction to encourage the Resident to reflect on the Violation and its impacts on the Residence, including but not limited to requiring the Resident to engage in community service, the creation of bulletin boards, educational modules, policy reviews or letters of reflection;
- d) Fines, to a maximum of \$500 per Violation, payable to MacEwan University;
- e) The payment of the costs of any damage to property resulting from a Violation;
- f) The payment of restitution to any person whose personal property was lost or damaged as a result of the Violation;
- g) Directing the removal and destruction of materials, products or other personal property prohibited by the Standards;
- h) Requiring the Resident to enter into a Behavioural Agreement with Residence Services, including expectations and consequences for Violations of the Behavioural Agreement;
- i) After a total of 4 Disciplinary Points have been reached, the placement on Residence Probation acts as a formal warning that subsequent

Violations may result in a recommendation of eviction;

- j) Request the issuance of a trespass order by MacEwan Security Services; and
- k) Recommending to the Director of Residence and Hospitality Services that the Resident be evicted from the Residence and the termination for cause of any Residence Agreement.

10.5.2. Notwithstanding Section 10.5.1, where the imposition of Sanction(s) results in the Resident receiving five or more Disciplinary Points in any 12-month period, the Conduct Officer or the Senior Manager shall recommend to the Director that the Resident be evicted from the Residence and that the Residence Agreement be terminated for cause.

10.5.3. A Sanction imposed by a Conduct Officer, the Senior Manager or the Director may include conditions or further directions necessary to deal with a Violation.

10.5.4. Where a Violation is found to be the responsibility of a group of Residents, Sanctions may be imposed against each member of the group or may be apportioned against individual members at the discretion of the Conduct Officer, the Senior Manager or the Director.

10.5.5. Subject to Section 11 Appeals, the decision of a Conduct Officer, the Senior Manager or the Director regarding the Finding of a Violation and the Sanction is final.

10.5.6. A Conduct Officer may impose deadlines for completing certain Sanctions imposed as a result of a Finding. Failure to complete the Sanctions to a satisfactory degree may result in additional Sanctions being imposed, such as additional Disciplinary Points and/or a fine of up to \$250.

10.6. Recommendation for Eviction

10.6.1. Where a Resident is recommended for eviction pursuant to Sections 10.5.1(j)

or 10.5.2, the Director (or Designate) shall:

- a) Notify the Resident about the recommendation for eviction by Email;
- b) Provide the Resident with a reasonable opportunity to respond to the recommendation for eviction;
- c) Require the Resident to attend a meeting to discuss the recommendation for eviction;
- d) Interview any person, request the provision of any documents, and take any action necessary to investigate the recommendation for eviction fairly; and
- e) Take any other step reasonably required in the circumstance.

10.6.2. The Director may establish a date and time for the meeting and shall inform the Resident of the recommendation for eviction by Email.

10.6.3. Where the Resident who has been recommended for eviction fails to attend the scheduled meeting, the Director may decide on the recommendation for eviction based on the information available.

10.6.4. Where the Director is satisfied, based on the information available to them, that the Resident should be evicted, they may direct that the Resident be evicted by a certain date and that the Residence Agreement be terminated for cause. The Director may make any other incidental direction necessary in the circumstances.

10.6.5. The Director will communicate the decision to the Resident, the Conduct Officer and the Senior Manager by Email and may communicate the decision to any other person as determined by the Director.

10.6.6. Subject to Section 11, Appeals, the decision of the Director (or Designate) regarding the recommendation of eviction is final.

11. Appeals

11.1. A Resident who is subject to a Sanction has a right to appeal only where:

- 11.1.1. The Resident establishes that relevant and important evidence relating to the Finding, and Sanction was not available to the Conduct Officer, the Senior Manager and the Director due to the evidence having been unavailable at the time the Finding was made, through no fault of the Resident or new evidence has come to light since the Finding of the Violation and Sanction were imposed; or
- 11.1.2. The Resident establishes that the investigation was unfair.

11.2. Appeal Process

11.2.1. An Appellant must file a written notice of appeal setting out:

- a) The Finding of a Violation or Sanction being appealed;
- b) The reasons for appeal, including the reasons establishing eligibility to appeal, set out in Section 11.1; and
- c) A copy of the Appellant's class schedule (if applicable).

11.2.2. The written notice of appeal must be filed electronically (to residence@macewan.ca) no later than the end of the third business day following the date upon which the decision was sent by Email or personally delivered to the Appellant. An Appellant has no right to appeal if the deadline is missed.

11.2.3. An Appellant must comply with Sanctions imposed even where the Appellant has appealed the Finding of a Violation or the Sanction.

11.3. Non-Eviction Appeals

11.3.1. Where the Violation or Sanction being appealed did not result in an eviction of the Appellant, the Appeal Committee shall consist of:

- a) The Senior Manager, where the matter being appealed was decided by a Conduct Officer; or

- b) The Director (or Designate), where the matter being appealed, was decided by the Senior Manager.

11.3.2. The Senior Manager or the Director shall review the notice of appeal, and provided that the matter is eligible for appeal pursuant to these Standards, the Senior Manager or the Director may:

- a) Review the written documents relating to the original complaint, the investigation and the decision of the Conduct Officer, the Senior Manager or the Director;
- b) Request a meeting with (at the Senior Manager or the Director's discretion) the Appellant, the Conduct Officer, the Senior Manager, the Director, the complainant or any other relevant person; and
- c) Receive any new information or evidence that the Senior Manager or the Director considers appropriate.

11.3.3. Upon completing their review, the Senior Manager or the Director may confirm, vary or rescind the Finding of a Violation or the imposition of a Sanction, including without limitation reducing or increasing the severity of a Sanction imposed by the Conduct Officer, the Senior Manager or the Director.

11.3.4. The Senior Manager or the Director will communicate their decision to the Appellant, the Conduct Officer and any other person by Email or in person.

11.3.5. The decision made by the Senior Manager or the Director is final and is not subject to any further appeal or review.

11.4. Eviction Appeals

11.4.1. Where the Director orders the eviction of a Resident pursuant to Section 10.6.4, the Resident (Appellant) may appeal the decision to evict to an ad hoc Appeal Committee selected by the AVP of Campus Services (or their

- designate) consisting of two full-time employees of MacEwan University. The AVP of Campus Services (or their designate) shall appoint one member to act as Chair of the Appeal Committee.
- 11.4.2. Upon receipt of a notice of appeal relating to an eviction, the Director shall request the appointment of an Appeal Committee and forward the notice of appeal to the AVP of Campus Services.
- 11.4.3. The AVP of Campus Services shall review the notice of appeal and, provided that the matter is eligible for appeal pursuant to these Standards, will form an Appeal Committee and establish a date and time for an appeal hearing. Unless impractical, the appeal hearing will be held within ten (10) days of filing the notice of appeal, and the Chair shall notify the Appellant, the Senior Manager, the Director and any other affected person of the appeal hearing date.
- 11.4.4. Not later than three (3) business days before the hearing date, the Director shall prepare and distribute an appeal package to the Appeal Committee, the Appellant and any other person notified of the hearing by the Chair, including relevant records, IRs, investigation materials, copies of decisions and previous disciplinary records.
- 11.4.5. Not later than three (3) business days before the hearing date, the Appellant shall distribute any information that they intend to rely on, including the names of any witnesses that will appear with the Appellant, to the Appeal Committee, the Senior Manager, the Director and any other person notified of the hearing by the Chair.
- 11.4.6. The Appeal Committee will hear representations from the Appellant, the Senior Manager and the Director, including any relevant witness statements, consider any new information or evidence it considers appropriate, and shall make any required procedural orders or interim decisions.
- 11.4.7. The Appeal Committee may, after deliberating in private, confirm or reverse the Director's decision to evict.
- 11.4.8. The Appeal Committee will communicate its decision to the Appellant, the Senior Manager, the Director and any other person by Email or in person.
- 11.4.9. The decision of the Appeal Committee is final and is not subject to any further appeal or review.
- 11.5. Notwithstanding any other provision, the AVP of Campus Services has the authority to vary, amend or exempt the rules regarding appeals if they consider it appropriate in a particular matter.

12. Standards Regarding Internet Usage

- 12.1. Residents shall Comply with the Residence Internet and Technology Guidelines - Residence Services Network Terms of Use.
- 12.1.1. Basis of Access: Residence Services grants Residents and Guests the right to gain access to the internet through the Residence network (the "Network") on the terms and conditions contained herein. Residents' use of this Network is subject to these terms and conditions, to which Residents agree. The Network is provided to support the Resident's educational experience by facilitating the sharing of knowledge and information. The use of the Network must also comply with the Residence Community Standards contained in the Student Guide. The Residence reserves the right to restrict access to inappropriate websites, inappropriate web resources or inappropriate network traffic. Limitations: The Network is suitable for regular academic activities (email, internet browsing). It is not suitable for activities requiring guaranteed high bandwidth. Failure to comply with these Terms of Use may result in Sanctions in accordance with the Residence Agreement, up to and including termination, or discipline

under the applicable MacEwan University policies.

12.1.2. Scope: The Network comprises the wireless and wired network provided by the Residence. All network devices that are IP network-enabled and connect to the Network, including but not limited to desktop computers, laptop computers, gaming consoles, Personal Digital Assistant devices (PDAs) and smartphones, are subject to these Terms of Use.

12.1.3. Illegal Activity: By using the Network to access the internet, the Resident is subject to federal, provincial and municipal legislation related to internet use, including the provisions of the Criminal Code. The Resident must not use this Network for any illegal purposes. The Resident agrees to use the Network in compliance with all applicable federal, provincial, municipal and international laws, rules and regulations. Prohibited activities include, but are not limited to:

- a) Posting or disseminating unlawful material (child pornography or obscene material);
- b) Disseminating material which violates copyright or intellectual property rights. The Residence is not responsible for such infringements by the Resident;
- c) Pyramid or other illegal soliciting schemes;
- d) Fraudulent activities, including but not limited to impersonating any person or entity or forging anyone's digital or manual signature;
- e) Accessing illegally or without authorization computers, accounts or networks belonging to another party or attempting to penetrate security measures of another individual's system (often known as "hacking"); also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan or other information gathering activities);

- f) Unauthorized use of user names, passwords, computer addresses/identities or modification of assigned network settings to gain access to computer resources and/or data, or otherwise attempting to evade, disable or "crack" security provisions of the computer system(s);
- g) Inspecting, altering, deleting, publishing or otherwise tampering with files or file structures that the individual is not authorized to access; or
- h) Distributing information regarding the creation of and sending Internet viruses, worms and Trojan horses. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the Network or any connected network, system, service or equipment.

Usage of the Network for commercial purposes is strictly prohibited. Examples of breaches include: i) use of the Network to conduct a personal business enterprise, ii) use of the Network for profit or iii) use of the Network for advertising. The Resident may not resell, share or otherwise distribute the service provided through the Network to any third party. For example, the Resident cannot provide internet access to others through a dial-up or wireless connection, host shell accounts over the internet, provide email or news service or send news feeds.

12.1.4. Interference: The Resident's usage of the Network must not interfere with others' ability to use the Network. Additionally, usage of the Network must not interfere with the functionality of the remainder of the Residence network infrastructure. Interference includes, but is not limited to, the following:

- a) Any activity or process that causes other individuals to be

deprived of services or resources they would normally expect to have available. This includes but is not limited to the creation of “spam” (excessive email distribution) and the introduction of viruses or electronic chain letters into the Network environment;

- b) Connecting or installing servers onto the Network, including but not limited to: i) FTP Servers, ii) World Wide Web servers, iii) Streaming media servers, iv) Mail or news servers, v) DNS servers or vi) DHCP servers;
- c) Connecting wireless routers and/or access points to the Network;
- d) Using wireless printers. The use of wireless printers is strictly prohibited in the Residence. Use a USB/ printer cable to connect any printers to the Resident’s computer. While living in the Residence, students and guests are advised to disable any broadcasting done by their printer(s); or
- e) The creation of a Wireless Local Area Network (WLAN). As a user of the Network, a Resident accepts full responsibility for all activity associated with network connection.

12.1.5. Liability: Residents must follow best practices in maintaining the security and stability of devices to minimize the probability of misuse by unauthorized parties while connected to the Network. Such best practices include, but are not limited to:

- a) Turning the computer on only when a Resident is going to use it;
- b) Locking the suite/bedroom or computer to avoid inappropriate use by Guests;
- c) Supervising Guests when using the Resident’s computer and the Network;

- d) Not opening a suspicious email, especially if it includes an attachment;
- e) Installing all current security patches to the computer’s Operating System;
- f) Installing and using Antivirus software with current virus definitions;
- g) Being discerning about what software is being downloaded and installed on the computer. Many downloads are Spyware;
- h) Making use of a Spyware removal tool like Spybot Search and Destroy or AdAware;
- i) Making use of personal firewall software like Norton Personal Firewall or ZoneAlarm;
- j) Being cautious when sharing files with others; and
- k) Turning off unnecessary network-connected programs or services.

12.1.6. Breach: If a Resident breaches any provision of these Terms of Use, damages the Network, or attempts to subvert any security devices that the Residence has installed for this Network, then the Residence may take disciplinary action including, but not limited to:

- a) Termination of the Resident’s right to use the Network for such length of time as the Residence considers appropriate;
- b) Demanding reimbursement or payment for computer and network resources; or
- c) Imposing Residence conduct sanctions and/or fees as described in the Student Guide Community Standards and Student Code of Conduct.

In addition, the Resident’s breach, damage, modifications or security subversion may result in civil or criminal proceedings being commenced

against the Resident. The Residence reserves the right but shall have no obligation, to investigate the use of the Network to determine whether a Violation of these Terms of Use has occurred or to comply with any applicable law, regulation, legal process or governmental request.

- 12.1.7. Reporting Abuse: Residents are encouraged to report any abuse of the Terms of Use to the Front Desk, Residence Assistants and Residence Life Coordinator. All reports will be investigated and kept confidential. When reporting abuse, it would be helpful to include copies of any relevant document or communication and dates and times of the occurrence.

13. Definitions

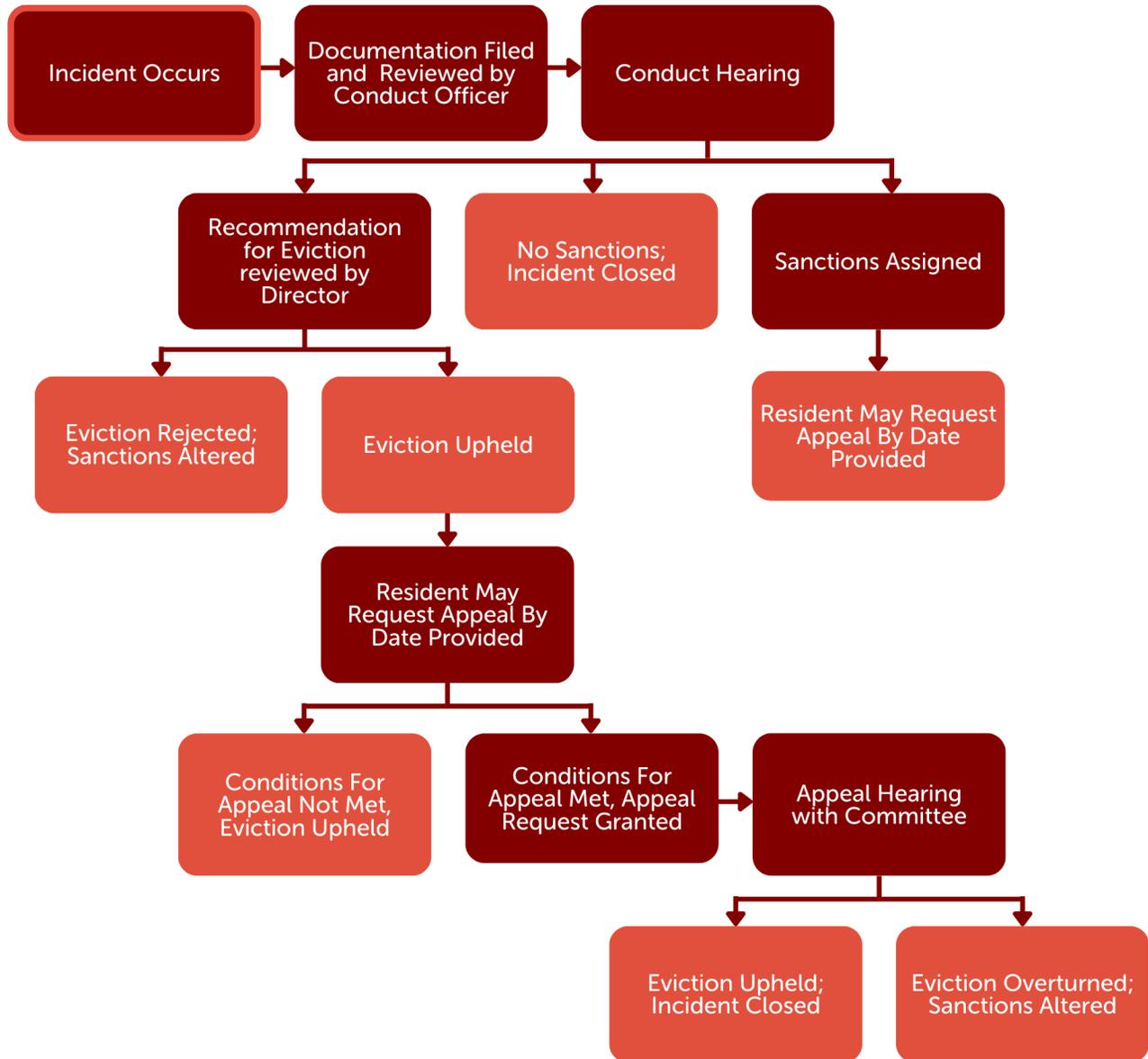
The following definitions apply to the Residence Community Standards and all related processes.

Term	Definition
Appellant	A Resident who appeals a Finding of a Violation or Sanction pursuant to these standards.
Behavioural Agreement	A written agreement between a Resident and a Conduct Officer where certain behaviours are identified and parameters are put in place to stop, modify or start those behaviours.
Conduct Hearing	A meeting between a Resident and a Conduct Officer to help determine if a Violation occurred and what Sanctions might be most appropriate, if any.
Conduct Officer	A member of the Residence Life Staff who facilitates a Conduct Hearing.
Dangerous Activity	Any activity that is dangerous or potentially harmful to any person, including a Resident engaging in the activities, or property (including without limitation excessive consumption of alcohol, smashing objects, breaking glass, dangerous horseplay, climbing outside of or into the Residence through windows), throwing objects from or at the Residence, dropping, knocking, ejecting objects from windows or down stairwells, regardless of whether or not the activity actually causes damage or harm.
Disciplinary Points	A type of Sanction that goes onto a Resident's conduct file and expires after one year. If a Resident accumulates four points at any time, they may be placed on Residence Probation. If a Resident accumulates 5 points or more at any time, they may be recommended for eviction.
Email	An electronic message sent to a person's MacEwan University email, or where a Resident is not a student of MacEwan University, to the email address provided by the Resident to Residence services.
Finding	A determination that it is more likely than not that a Violation occurred.
Guest	Any person who is invited to visit Residence by a Resident.
Hazing	Encouraging, participating in and/or supporting initiations or hazing activities in any way that singles out particular Residents or groups of Residents, creates mental or physical discomfort, exposes

	another to undue embarrassment or ridicule, or may be physically or emotionally harmful to others.
Interaction Report (IR)	Documentation that is written by Residence staff containing all available information regarding situations where a Violation of the Community Standards may have occurred.
Offensive	Any activity that is inappropriate or disruptive to the Residence including, “mooning,” flashing, streaking, urination, nudity visible outside of the Resident’s room, displaying or making available outside of a Resident’s room or which may be viewed from the Resident’s door, viewing pornographic or offensive materials, or initiating, encouraging, supporting or participating in raid or pranks toward Residents, their Guests and staff.
Residence	The MacEwan University Residence building and its surrounding property.
Residence Probation	A formal warning that a Resident has received 4 Disciplinary Points. Subsequent policy Violations may result in the Resident’s recommendation of eviction.
Resident	A student who has signed and holds a current valid Residence agreement.
Sanction	A sanction, penalty, punishment or other order or direction which results from a Finding of a Violation, including those sanctions set out in the MacEwan Residence Community Standards.
Senior Manager	The Senior Manager of Residence & Guest Services.
Violation	A breach of any rule, standard or expectation established by the MacEwan Residence Community Standards.
Violence	Any activity, regardless of form, which is reasonably perceived as threatening, involving bullying, coercion, damage to persons or property, discrimination, excessive swearing, fighting, harassment, intimidation, obscene phone calls, obscene or harassing email, physical abuse, possession of weapons, sexual violence, sexual assault, sexual harassment, stalking, unreasonable interruption of community meetings or events, unwanted communication or contact, verbal abuse, and yelling at MacEwan Residents or MacEwan employees.

Community Standards Incident Process Diagram

This diagram illustrates the standard process for dealing with incidents and Resident conduct issues.



Community Standards Appeal FAQs

Who can appeal?

Residents currently living in MacEwan Residence with current and valid Residence Agreements.

What decisions can be appealed?*

Any decision as qualified under the process of appeals.

*The Senior Manager or Director's decision to turn matters over to appropriate authorities and/or to criminally charge the Resident isn't subject to an appeal.

What are grounds for appeal?*

Grounds for appeal are limited to the following:

1. The appellant can provide compelling reason why evidence crucial to the case wasn't available to be introduced during the original Residence Community Standards investigation.
2. Some aspect of the administration of the Residence Community Standards Investigation prevented the appellant from presenting a fair and complete case.
3. New information has come to light (e.g., a new witness, something not known when the original decision was made).

* Dissatisfaction with a decision or level of Sanction isn't grounds for appeal.

What is the deadline for submitting my appeal?

Appeals of Sanctions not resulting in eviction must be submitted by email to residence@macewan.ca by the date indicated in the decision letter.

What happens while I am waiting for my appeal to be heard?

All sanctions remain in full effect until overturned by a decision letter at the conclusion of the appeal process.

Who will see what?

The appellant, respondent and decision-maker(s) will see all evidence, whether in oral or written form, that'll be considered in the appeal.

How are appeals judged?

A decision to determine the outcome of an appeal is reached with a reasonable degree of probability, which means that the person making the decision must find that it's more probable than not that a contested fact exists. This standard isn't as high as a criminal case, which requires a standard of evidence that's beyond a reasonable doubt. A decision should support the explanation that's more probable than another explanation.

Who must make the case (burden of proof)?

The burden of proof in a disciplinary appeal rests with the appellant, who must make a case to convince the decisionmaker(s) to decide in the appellant's favour.

How will Residence Services communicate with me?

Communication regarding an appeal will be by email.

What about confidentiality?

The documents and proceedings of the Residence appeal are private and confidential. All participants in the procedure must maintain, without time limit, strict confidentiality rules in all matters related to appeals, including discussions, meetings, hearings and documents.

What if I fail to attend my appeal meeting?

The decision-maker(s) may proceed with the hearing in the absence of the appellant and will base the decision on written evidence or the appeal may be denied.

MacEwan Residence

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[MacEwan.ca/Residence](https://www.macewan.ca/Residence)

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