

Waterloo Co-operative Residence Incorporated

Admissions Policy

As approved by the General Manager,
and incorporating all changes through:

11 May 2009

*(Note that, in this policy, the masculine shall include the
feminine and the singular shall include the plural)*

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Revision History

Date	Revisionist	Summary of Changes
16 December 2000	WCRI	Policy Change
16 December 2001	Russ Wong	Template Update
19 January 2002	Diana Hatrick	Policy Change: 3.5.7 (collapse of waiting list deleted); 4.1.3, 5.2.2 (seniority removed if an application is determined fraudulent)
21 April 2002	James Reynolds	Policy Change: 3.2.e (added "part-time or"); 3.2.f (deleted "full time")
08 June 2002	Russ Wong	Policy Change: 'fag' replaced with 'COW' or 'co-operative work credit'
16 November 2002	Diana Hatrick	Policy Change: 2 admissions petition process; 3.2 grounds for refusal of applications; 3.3 seniority deadline; 3.11, 4.1.3 & 5.2.2 penalty for fraudulent applications; 4.1.5 new member requirements
12 February 2005	Cary Hubbard	Policy Change: 3.2 grounds for refusal of applications; 3.5.4 confirmation of acceptance of allotment; 3.5.6 changes in accommodation; 3.6 payment of fees; 3.7 performance deposits; 3.9 division managers; 3.11 fraudulent applications; 4.1.5 new member requirements; 4.3 large singles; 4.4 occupancy agreements; 5.7 occupancy agreements
10 April 2007	Laura Reidel	Removal of some references to Board of Directors and Kitchen staff/ meal plans. Addition of definition section.
11 May 2009	Cary Hubbard	Remove references to COWs and co-operative work duties/credits

External Cross-references

Section(s)	Policy/Section Referenced	Referencing Policy	Section(s)
4.7	Guest	Division Managers'	5.b, C.f
2.0	Judicial Policy	Eviction & Expulsion	3.j
		Security & Access	2.1.h

Definitions

1. In this Policy,

“residence divisions” mean accommodation in A1, A2, A3 and A4 at 280 Phillip Street and Dag Hammarskjold at 139 University Avenue West in Waterloo, Ontario.

“apartment divisions” means accommodation in B1, B2, B3 and B4 at 280 Phillip Street and Carver, Clayfield and Kershaw at 268 Phillip Street in Waterloo, Ontario. Apartment accommodations can include either a full apartment or a room within an apartment.

“principal occupant” means the occupant(s) of an apartment style accommodation whose name(s) appear on the Principal Occupancy Agreement and who are responsible for ensuring that occupancy fees are paid and that the correct number of people will occupy the accommodation. At least one principal occupant must live in the accommodation for at least one of the winter or fall terms of the occupancy agreement.

“non-principal occupant” means the occupant(s) who reside in an apartment but are not principal occupants. This includes occupants who have agreed to reside at the specified apartment for less than one year and who have signed a Non-Principal Occupancy Agreement.

“seniority credit” means privileges accumulated by the existence of records that a person has been a member in good standing of WCRI. Such privileges allow members to be given preferential treatment when accommodations are allotted.

“re-application privileges” means the privilege of a member to continue to occupy precisely the same accommodation in concurrent terms if he so chooses. To claim this privilege, a member must submit an application for reapplication before the Seniority Deadline.

“seniority deadline” means the deadline by which members wish to have their seniority considered for allotment purposes must have their applications in the Admissions office. The seniority deadlines for each term are: for Fall Term, March 1; for Winter Term, October 1; for Spring Term, February 1. If such dates fall on a non-work day, the deadline will not extend to the next business day.

“double room” means a residence room that is suitable for two residents.

“half-occupied double room” means a residence room that is suitable for two residents, but is only occupied by one resident.

“two-term commitment” means that all new members living in a residence division in the Fall term will be required to live in a residence division for the immediately following Winter or Spring term.

Part 1: Admissions Co-ordinator

The Admissions Co-ordinator is a full-time member of the Waterloo Co-operative Residence Incorporated (WCRI) office staff and as such is answerable to the General Manager of WCRI.

1.1 Duties

The Admissions Co-ordinator handles the day-to-day operation of the Admissions Office, processes applications, notifies applicants of their status, and allots available residence rooms, single rooms within apartments, and apartments.

The Admissions Co-ordinator provides updated allotment lists to the other WCRI office staff and the Division Managers, and recommends to the Board of Directors acceptance into membership of those non-members granted accommodation.

The Admissions Co-ordinator performs those tasks that are described in the job description for the position, located in WCRI's *Personnel Policy*, including those tasks above.

Part 2: Admissions Petition

All decisions based on this policy may be petitioned to a judicial body, including, in order, the Admissions Coordinator, the General Manager and the General Membership.

An Admissions Petition may be submitted, in writing, to the Admissions Co-ordinator by any member who wishes to petition for an exception to be made to the contents of this policy. An Admissions Petition may be submitted only for the following situations:

- a) Extension of a deadline before the deadline has passed, in the cases of confirmation of acceptance of allotment (§3.5.4) and payment of fees (§3.6);
- b) Refund or waiver of a fee or deposit, in the cases of confirmation of acceptance of allotment (§3.5.4), payment of fees (§3.6), and change in application (§5.5.2);
- c) Release from the two-term commitment

A hearing for any situation not covered above must be initiated through the process as outlined in Parts 3 and 4 of the *Judicial Policy*.

The judicial body shall conduct hearings as described below at regularly or specially scheduled meetings. For meetings concerning an Admissions Petition, the members of the judicial body and the WCRI members involved must receive at least 72 hours written notice. Notice will be given by the judicial body when the date of the next meeting is known. Minutes of such a meeting will be kept and filed by the judicial body. The Corporate Secretary-Treasurer will be responsible for forwarding appropriate information to the Admission Co-ordinator. The petitioner may present any information which they feel is relevant to support their petition.

Any decision made by the Admissions Coordinator may be appealed to a subsequent judicial body, in order, the General Manager, and the General Membership if sufficient grounds are established for the appeal. The judicial body hearing the appeal has the right to make this determination. A decision whether to hear the appeal or not will be based on a simple majority of the voting members of the judicial body prior to the start of a scheduled appeal hearing. An appeal may be requested on the following grounds:

- a) new evidence surfaced after the decision was made
- b) a member of the body hearing the petition was demonstrated to have a conflict of interest
- c) one party was not able to get copies of relevant documentation
- d) inadequate notice of meeting was issued
- e) part of a relevant by-law, policy, constitution or division policy was not presented
- f) any member present objected to the process being followed (e.g. a decision regarding the relevance of a question)
- g) the reasoning reported for the decision contradicts the by-laws, a policy, a constitution or a division policy.

Part 3: General Regulations

3.1 Application for Accommodation

A person or group of people will be considered to have applied for accommodation once the WCRI office has received a completed application form from the person or group.

When a member makes application for accommodation for more than one type of accommodation, allotments will be made in the following order, unless a written request is submitted by the applicant which outlines an alternative preference for order-of-allotment.

- a) If application is made for B-Division and other accommodations, B-Division will be considered the first choice. If allotment in B-Division is made, all other applications will be de-activated immediately. If allotment cannot be made in B-Division, the applicant will be placed on a B-Division waiting list and be allotted other accommodation, as available. If the applicant applies for more than one other type of accommodation he may be allotted more than one type of accommodation, however, he will be permitted to confirm only one allotment. In this case, the applicant may also request to remain on the B-Division waiting list.
- b) If application is made for any accommodations other than B-Division, allotments will be considered for all types of accommodations for which applications were submitted. This may result in more than one allotment. Applicants will be sent allotment letters and will be instructed to confirm only **one** type of accommodation. All other applications for which an allotment is made will be de-activated when a confirmation is received. If, however, allotment was not possible and the applicant is placed on a waiting list, the applicant may confirm one allotment and request to remain on one or more waiting lists.

3.2 Grounds for Refusal of Applications

WCRI may refuse to process an application for the following reasons:

- a) The applicant is not at least sixteen years of age – the legal age as defined by the *Co-operative Corporations Act* (§63) upon commencement of the occupancy agreement
- b) An outstanding fee assessed by WCRI to the applicant
- c) A non-member applies for a specific accommodation of which there is limited supply and for which sufficient applications are received from members to ensure complete occupancy
- d) The applicant is a member who is two or more years out of part-time or full-time registration in a post-secondary institution
- e) The applicant is not a member and will not be registered in a post-secondary institution during the occupancy period applied for.
- f) The applicant has been found to have provided incorrect information regarding his identification.

3.3 Seniority Deadline

The Seniority Deadline is the date by which members who wish to have their seniority considered for allotment purposes must have their application in the Admissions office. Applications submitted by members with seniority after this deadline will not be given seniority credit for that particular allotment.

The Admissions Co-ordinator will begin processing applications on the following dates, known as the Seniority Deadlines: Fall term – March 1; Winter term – October 1; Spring term – February 1. If the dates prescribed above fall on a Saturday, Sunday, or other non-work day, the deadline will not extend to the next business day. Applicants can submit the required forms to the WCRI office outside of regular business hours via the secured box next to the WCRI office door. However, it is the responsibility of the applicant to ensure that this application has been received.

It is also the applicant's responsibility to ensure that the required forms are received by the WCRI office by the dates prescribed above if sent via the mail, courier, or other means.

3.4 Definition of Seniority

A member's seniority is defined as the number of terms he has lived in WCRI plus the number of occasions he purchased a meal plan as a non-resident member prior to May 1, 1976. A member will be given partial seniority credit if his agreement period is less than what is considered to be a full term. The partial credit will be equivalent to the percentage of a full term for which the member signed an occupancy agreement.

A person will earn a term of seniority if:

- a) He has paid all applicable fees; and
- b) He has submitted a signed occupancy agreement.

The only allowable exception to the criteria stated above is a Principal Occupant of an apartment or a single room within an apartment who does not live in the apartment/room, but continues to pay all occupancy fees for a particular term, for whatever reason. Such a member would accumulate seniority in this instance.

If a member's claimed seniority can not be verified from the records maintained in the WCRI office and reducing his seniority to what is indicated in WCRI records would affect his allotment, the member will be notified and an opportunity given to submit documentation to support his seniority claim. The opportunity to submit documentation should be given before the initial allotment if at all possible.

WCRI will recognize time spent residing as a member of other student housing co-operatives as seniority under the following conditions: if a member or prospective member can satisfy the Admissions Co-ordinator that he has resided in such a co-operative, the Admission Co-ordinator will calculate seniority as appropriate, to a limit of two transferred terms. In this case, the member is *fully* responsible for satisfying the Admissions Co-ordinator that he is eligible for additional seniority *prior* to the Seniority Deadline. Unsatisfied claims will not be considered after the Seniority Deadline. Members or prospective members are urged to provide written proof from the other co-op in this instance to assure confirmation of a claim prior to the Seniority Deadline. Such proof can then be retained on file by the Admissions Co-ordinator for future reference.

3.5 Allotments

3.5.1 Processing Applications

The Admissions Co-ordinator will process applications in the following order:

- a) Members with re-applications privileges
- b) Members with seniority who have applied by the Seniority Deadline Date
- c) Members with seniority who apply after the Seniority Deadline
- d) Applicants with no seniority.

It should be noted, however, that no new applicant who has been offered accommodations will be bumped if a member who missed the Seniority Deadline applies and there are no immediate openings.

If seniority is equal among two or more members, the Admissions Co-ordinator will refer to the date on which the applications in question were received to determine the most senior member. If these dates are the same, the Admissions Co-ordinator will refer to the dates that the members in question initially applied to live at WCRI. If these dates are the same, the Admissions Co-ordinator will allot alphabetically, by surname.

3.5.2 Allotment Date

The allotment date is the date the allotment notification is mailed from the WCRI office. The Admissions Co-ordinator's record of the allotment date is superseded only by the postmark on the allotment notification.

3.5.3 Initial Allotment

Once the Seniority Deadline has passed, the Admissions Co-ordinator will attempt to allot each applicant accommodation, attempting to satisfy the requests of applicants. This initial allotment will then be mailed to the

applicant with an acceptance form that must be returned to the WCRI office by a specific date, as noted on the form.

3.5.4 Confirmation of Acceptance of Allotment

It is the responsibility of the applicant to confirm acceptance of an allotment by completing the acceptance form and returning it to the WCRI office together with the Confirmation Deposit (the rate of which is set by the General Manager from time to time) by the Confirmation Deadline date (which is not less than three weeks after the initial allotment date). Failure to confirm an allotment and submit a Confirmation Deposit will result in forfeiture of the allotment.

The Confirmation Deposit is non-refundable except in very special circumstances. They are:

- a) A University of Waterloo work-term placement outside the cities of Kitchener and Waterloo. In all cases, notification of cancellation must be received by WCRI within ten business days of the student being notified of the placement. Date of notification will be the date indicated on written documentation from the university. In addition, when the allotment is for a Fall term, cancellation must be made by the Final Payment Deadline. For other terms, cancellation must be made before the first day of the term. When cancellations are made after that date, deposits will be non-refundable regardless of notification date by the university.
- b) Inability to attend post-secondary institutions due to serious illness experienced by the applicant. A letter from the applicant's family physician is required as proof. Again, WCRI must receive notification of the cancellation within ten business days of the physician's diagnosis.

All confirmation deposit refunds are subject to an administrative fee (the rate of which is set by the General Manager from time to time).

3.5.5 Final Allotment

Once the Confirmation Deadline has passed, the Admissions Co-ordinator will review all allotments, revising them as necessary. Once again, an attempt will be made to satisfy the requests of applicants as completely as possible. Final allotments are subject to change.

Should cancellation or forfeiture of an initial allotment result in making an accommodation specifically requested by another applicant available to that applicant, the change may be made without charge during final allotment.

3.5.6 Changes in Accommodation

Any member may request a change in accommodation but there will be an administrative fee (the rate of which is set by the General Manager from time to time), per unit, for processing member-requested accommodation changes after the final allotment has been completed. This fee will be charged regardless of whether or not the request for a specific accommodation was made on the initial application.

Members may exchange accommodations with other members if they meet the requirement that the switch must be to like accommodation (eg. from a double room to another double room). Both parties and the Admissions Co-ordinator must agree to the switch. Members may switch to unoccupied rooms with the written permission of the Admissions Co-ordinator and upon payment of all additional occupancy fees (if applicable) and the administrative fee, as stated above. If the change results in lower occupancy charges for the member, the difference will be refunded to the member. The Admissions Co-ordinator will have the authority to waive the administrative fee for changes if the circumstances warrant it.

There will be no change of accommodations without the written authorization of the Admissions Co-ordinator. A fine of \$75 may be imposed on each individual by a judicial body for violation of this rule.

3.5.7 Waiting List

Applications received by the Seniority Deadline that cannot be processed due to lack of available accommodations will be placed on a waiting list according to seniority and application date. Applications received after the Seniority Deadline from individuals without seniority will be added to the bottom of the list. Applications received after the Seniority Deadline from members will be added to the waiting list ahead of individuals without seniority. Applicants will be notified of their wait list position at the Initial Allotment and must confirm this position by the Confirmation Deadline. If a vacancy occurs, the person at the top of the appropriate list will be notified of the vacant accommodation. The Admissions Co-ordinator will make a reasonable number of attempts to contact people on the waiting list.

3.6 Payment of Fees

Members must, by the Final Payment Deadline (a date no less than three weeks after the Final Allotment Mailout and no less than three weeks before the Friday immediately preceding the start of the residence division occupancy period), either pay the appropriate fees in full (see below) or, if the allotment is for residence accommodations, submit payment according to an established instalment payment schedule. When the latter option is chosen, a surcharge will be levied.

Members who receive an allotment after the Final Payment Deadline must pay all outstanding fees by a specified deadline. Payment for residence division accommodations may be made either in full or according to the established payment schedule as outlined above. For single rooms within an apartment, first and last month's fees must be paid in full by the payment deadline. For apartments, last month's fees must be paid in full by the payment deadline and first month's fees must be paid prior to the release of keys.

An applicant moving into any WCRI accommodations must have paid the following:

- a) The Confirmation Deposit, if allotted accommodation in the Initial Allotment
- b) A Performance Deposit (if applicable)
- c) The balance of occupancy fees if allotted a residence room
- d) The first and last month's occupancy fees for an apartment or single room within an apartment.
- e)

Failure to pay the deposits and fees outlined above will result in the accommodation being forfeited and allotted to the next person/group on the appropriate waiting list. The Confirmation Deposit, if paid, will also be forfeited in this case. Applicants will not be permitted to move into their allotted accommodation unless all required documentation is completed and payment has been made.

A member whose allotment and Confirmation Deposit have been forfeited may wish to reactivate his application. If the accommodation applied for is available, the Confirmation Deposit will be reinstated for use in that particular term only. In all such cases there will be an administrative fee (the rate of which is set by the General Manager from time to time) charged. If the member reactivates his application but the accommodation applied for is not available, the Confirmation Deposit will remain forfeited.

If accommodations are paid for and then cancelled before the commencement of the occupancy agreement, requests for refunds will only be granted if they meet one of the following criteria. Cancellation before the Final Payment Deadline will not entitle an applicant to any special consideration under this section.

- a) Non-acceptance into *any and all* academic programs applied for at the University of Waterloo, Wilfrid Laurier University, or Conestoga College
- b) A work-term placement outside the cities of Kitchener and Waterloo
- c) Inability to attend any of the aforementioned post-secondary institutions due to serious illness experienced by the applicant (a letter from the applicant's family physician is required as proof).

If accommodations are cancelled following the commencement of the occupancy agreement, requests for refunds will be handled as outlined in “Withdrawal From Residence” (§4.6) or “Early Termination of Occupancy Agreements by Occupants” (§5.7.4) unless they meet one of the above criteria.

Even when the above criteria are met the following conditions apply:

- a) An administrative fee that is equal to the Confirmation Deposit may be charged
- b) Written proof of the circumstance will be required in order to obtain a refund of the Final Payment. WCRI must receive this notification within ten business days of the applicant learning of the change in circumstances necessitating the refund. The applicant will be deemed to have received notification on the date with which the notification letter is stamped
- c) Final approval for refunds can only be granted by the General Manager.

3.7 Performance Deposits

The Performance Deposit (the rate of which is set by the General Manager from time to time) must be paid by all new members of WCRI and those to whom the deposit has previously been refunded. All fines and charges incurred must be paid when issued. If at move out there are any outstanding fines or damage to WCRI property which have not been paid for, the appropriate amount will be deducted from the member’s Performance Deposit. If the member applies for and is allotted accommodation again, payment must be made to bring the Performance Deposit back up to the prescribed rate.

When a member no longer plans to live in WCRI he may request that his Performance Deposit be refunded. Such a request may be made by completing the appropriate form when the member is signing-out or by writing a letter, requesting refund, to the accounting department of WCRI.

3.8 Occupancy Agreements

An occupancy agreement is an agreement specific to the occupancy of the accommodation allotted for a specific period of time. Included as part of each agreement are the WCRI Bylaws. Two copies of the agreement must be signed by the occupant(s) and an authorized agent of WCRI. One copy of the occupancy agreement is given to the applicant(s) upon sign-in. The other copy is kept on file in the WCRI office.

An administrative fee (the rate of which is set by the General Manager from time to time) may be imposed for failure to submit occupancy agreements by the prescribed date.

3.9 Division Managers

A Division Manager of either accommodation style shall be allotted accommodation within the division he will be managing provided he has adequate seniority, it does not interfere with a member’s reapplication privilege, and the application is received by the Seniority Deadline. In both accommodation styles, should the Division Manager be selected after the initial allotment is completed, that Division Manager’s application will be placed at the top of the waiting list. In the case of co-Division Managers, both parties receive this benefit. All other requirements regarding deposits and fees must be met, as per this policy.

3.10 Applicants and Members with Children

WCRI permits children under the legal age as prescribed by the CCA (§63) to live in WCRI apartments together with their parents or legal guardian (see also §5.6.2). They cannot become members of WCRI and they are not permitted to reside in the residence divisions.

3.11 Fraudulent Applications

An application shall be considered fraudulent if it wilfully misrepresents the identity or seniority of the applicant, or if one of the applicants whose seniority or reapplication privileges are used to acquire accommodations fails to move in within two weeks of the start of the first or second term within the occupancy period indicated in the

occupancy agreement. If one of the following three criteria is the reason that the applicant did not move in, the application shall not be considered fraudulent:

- a) Non-acceptance into *any and all* academic programs applied for at the University of Waterloo, Wilfrid Laurier University, or Conestoga College
- b) A work-term placement outside the cities of Kitchener and Waterloo
- c) Inability to attend any of the aforementioned post-secondary institutions due to serious illness experienced by the applicant (a letter from the applicant's family physician is required as proof).

Written proof of circumstance will be required in order to prove the application was not fraudulent. WCRI must receive this notification within ten business days of the applicant learning of the change in circumstances. The applicant will be deemed to have received notification on the date with which the notification letter is stamped.

Please refer to §5.5, and §5.6.1.

If it has been determined that a fraudulent application has been submitted, the Admissions Coordinator shall inform the General Manager and ensure that a fine in an amount equal to the performance deposit is issued, to be shared by all principal occupants of that apartment.

A recommendation may be made for a membership review.

Part 4: Residence Divisions

4.1 Application and Allotment

4.1.1 Changes to Applications

.0Any changes made to an application by any applicant after the Seniority Deadline will be handled as a cancellation and submission of a new application unless the applicant is changing his request from a single to a double room, from a single to a large single room, or to make the choices more general. In such cases, changes to another type of accommodation will not be made if it adversely affects the person previously allotted the requested accommodation. Any other type of change will result in the changed application going to the bottom of the waiting list.

Changes in roommate and division preferences will be allowed at the Admission Co-ordinator's discretion. Although an attempt will be made to satisfy requests for changes, WCRI is not obligated in any way to allow such changes, except as noted in the above paragraph.

4.1.2 Reapplication (see also §4.3)

A reapplication is an application for accommodation in precisely the same accommodation location as is occupied by the member in the immediately preceding term.

Applications for reapplication must be submitted on or before the Seniority Deadline. Any member living in a residence room may reapply for that room for the following term but if a member is occupying a double room as a large-single he will not be permitted to continue to be the sole occupant during a Fall term as this option of accommodation is not available during the Fall.

At such a time that a reapplication may not be possible due to actions undertaken by WCRI (such as repairs, upgrading of facilities, etc.) the Admissions Co-ordinator will allow a change to another available like accommodation under the same conditions as if it were a reapplication, provided it does not interfere with another member's reapplication privilege.

4.1.3 Allotment After the Start of Term

Occupancy Fees for accommodation in residence divisions allotted after the start of the term will be discounted as follows: a daily rate will be determined by dividing the applicable term fee by the number of days in the applicable term. The discount in fees for late allotment will be the daily rate times the number of days between the first day of the occupancy period and the day the applicant is notified in person of the allotment.

4.1.4 Allotment Requirements

The Admissions Co-ordinator will attempt to achieve and maintain a 50% male/50% female occupancy ratio in the residence, taking into account the number of male/female applicants and male/female seniority.

The Admissions Co-ordinator will attempt to satisfy the requests of applicants while taking the following into account:

- a) Mixed doubles (double-rooms occupied by a male and a female) are permitted if other residents of the unit (in Phillip North and Phillip South Divisions) give written consent. Such permission is not required at Dag Hammarskjöld Division;
- b) The Admissions Co-ordinator will attempt, especially in the Fall term, to maintain unmixed-units (all-male or all-female) in the Phillip North and Phillip South residence divisions. However, if necessary, in order to maximize occupancy, and only if all persons involved give consent, the Admissions Co-ordinator may establish mixed units.

4.1.5 New Member Requirements

All new members, living in a residence division in a Fall term, will be required to live in a residence division in the immediately following Winter or Spring term. This requirement is known as a "Two-Term Commitment."

The Confirmation Deposit submitted during the Fall allotment process will be held on account for use during the second term of occupancy. A second Confirmation Deposit will be required during the allotment process of the second term applied for. The requirement for the second Confirmation Deposit may be waived in the case of a new member who is an international/exchange student who will only be residing in the cities of Kitchener or Waterloo for one term or who is in his last academic term, and who submits the appropriate written documentation.

In some cases, members may feel they cannot fulfil their two-term commitment. If they have withdrawn from university, or are required by the university to leave, they will be released from their commitment if they submit a written request with university documentation attached. In these cases the initial Confirmation Deposit will not be refunded.

If a member chooses not to live in residence for a second term but would like to live in an apartment or a single room within an apartment, arrangements should be made with the Admissions office prior to the commencement of the Non-Principal Occupancy Agreement. In such cases, the two-term commitment will be considered fulfilled. However, the original Confirmation Deposit will not be transferred for payment of apartment fees. The deposit will, however, be held on credit until the following Fall term and if the member returns and signs a new residence Occupancy Agreement or Principal Occupancy Agreement for an apartment or single room within an apartment, the credit can be used for payment of fees. If the member does not return and sign a new residence Occupancy Agreement or Principal Occupancy Agreement, the deposit will be immediately forfeited.

If a member notifies WCRI that he chooses not to live anywhere in WCRI for a second term, he will forfeit his original Confirmation Deposit and be required to pay an additional administrative buy-out fee (the rate of which is set by the General Manager from time-to-time). Failure to notify WCRI of intentions and pay the buy-out fee in full prior to the beginning of the Spring term immediately following the Fall term the member lived in residence may result in WCRI seeking payment for the full amount for a term in residence.

4.2 Length of Term in Residence Divisions

If possible, residence division terms must commence no less than two days before the start of registration at the University of Waterloo and end two days after the last day of examinations at the University of Waterloo, as indicated in the current University of Waterloo Academic Calendar.

For the exception to this rule, refer to §4.5.

4.3 Large Singles

Large-singles (double-rooms with a single occupant) are a permissible option. The General Manager will determine the maximum number of large-singles and the minimum number of doubles as determined by the expected occupancy.

A member who reapplies or requests a specific double-room as a double-room who is without a roommate will be charged the large-single rate if the option of moving into another half-occupied double-room, or allowing another member to move-in, is refused. This rule will also apply if an accommodation change is made during the term.

When there are two half-occupied double-rooms (not large singles) the member with the lower amount of seniority will be required to move in order to completely fill as many double rooms as possible, except that a member reapplying for a room has higher priority to stay in that room than a member making a new application.

4.4 Occupancy Agreements

All Residence Occupants must sign and submit two copies of the appropriate occupancy agreement to the Admissions Co-ordinator before moving in. The forms will then be signed by an agent of WCRI and one copy will be returned to the member. The other copy will be kept on file in the WCRI office. Failure to submit the aforementioned, signed agreements may result in any or all of the following:

- a) Termination of the occupant's rights to the room
- b) An administrative fee, the amount of which is set from time-to-time by the General Manager, which will be charged to the Occupant at the Admission Co-ordinator's discretion
- c) Expulsion of the occupant from membership of WCRI.

4.5 Accommodation Between Terms

Persons remaining in residence between terms will be required to pay a daily or weekly rate (as set by the General Manager from time to time), in advance to the WCRI office and sign an Interim Occupancy Agreement. If Wilfrid Laurier University exams end later than University of Waterloo exams, Wilfrid Laurier University students may stay until the end of exams at Wilfrid Laurier University (as indicated in the current Wilfrid Laurier University Academic Calendar) without charge.

It is the responsibility of the Interim Division Manager to submit a list of all members living in the division over the interim period.

The rules for reapplication do not apply to Interim Occupancy Agreements.

4.6 Storage of Belongings Between Terms

Members who are living in WCRI accommodations and apply for a room in a residence division for the following term will be permitted to store their belongings in

- a) the room which they occupy during the first of two consecutive terms in residence, or
- b) the room which they will occupy in the second of two consecutive terms in residence;

under the following conditions:

- a) A "Storage of Possessions Waiver" is signed by those members described in either above option,

- b) No room changes will be permitted between the time belongings are left in a room (for storage) and the time when the affected parties move in/sign in at the beginning of the next term, and
- c) No keys will be given to the member until the sign-in period.

This section is also applicable in cases of members who apply to move from a residence room to an apartment style accommodation within WCRI.

Members living in WCRI who apply for other accommodations within WCRI may not leave belongings in the accommodations currently occupied after they have signed out, except as specified above.

4.7 Withdrawal From Residence

If a member, for whatever reason, leaves residence after the commencement of the occupancy agreement, this will be considered a withdrawal from residence and the following procedures will be administered:

- a) The member must first contact the Admissions Co-ordinator stating his intention to withdraw from residence
- b) If they wish to avoid paying the balance of the fees on their contract, members must find a replacement willing to occupy their accommodation for the remainder of the contract term. WCRI assumes no responsibility in finding such a replacement. (It is the responsibility of the departing person to find an appropriate replacement)
- c) If an appropriate replacement has been found, the departing person will be refunded the amount charged the replacement less an administrative fee that is equal to the Confirmation Deposit
- d) From the date the person withdraws from residence, he will have no claim on the room vacated whether he finds a replacement or not.

The only exception for the above procedures will be those members whose circumstances meet one of the criteria noted in §3.6.

4.8 Accommodation for Volunteers

A member working on an approved committee or project and not currently living at WCRI, who is in Waterloo to attend to related Co-op business, shall be entitled to free accommodation in a residence division if space is available. In all such cases, prior approval must be granted by the General Manager. In the absence of the General Manager, the Admissions Coordinator may grant approval, and the General Manager shall be notified retroactively. Volunteers who stay at WCRI under this provision of the policy shall be deemed guests of WCRI, and are therefore subject to the *Guest Policy* which can be found in Section 3 of the *Security and Access Policy*.

Part 5: Apartment Divisions

5.1 Types of Accommodation

WCRI provides two types of accommodation within the apartment divisions. Applicants/members may apply for either a "whole apartment" in B-Division or in Carver, Clayfield and Kershaw (CCK) Divisions, or for a single room within a CCK apartment. In §5 of this policy, the term "apartment" will refer to an apartment which has been allotted as a complete, self-contained unit while "single room within an apartment" will refer to the allotment of a bedroom within an apartment with the kitchen, dining room, living room and bathroom being "common areas" for use by the people allotted single rooms within that particular apartment. In the case of an apartment the principal occupant(s) are responsible for all the rooms within the apartment, while in single room allotments the principal occupant is responsible only for his own bedroom and the common areas within the apartment.

5.2 Applications

5.2.1 Seniority

Seniority Credit for Apartment Applications

The seniority of a group applying for a one-bedroom apartment is equal to the seniority of the senior member of the group. The seniority of a group applying for a two-bedroom apartment is the sum of the seniority of the two most senior members, and so on.

The initial application date of a group applying for an apartment is the initial application date of the member with the greatest number of terms of seniority. The decision of the Admissions Co-ordinator will be final in the event that two or more groups have the same seniority, the same application date, and the same initial application date, and a choice must be made.

Seniority Credit for a Single Room Within an Apartment

If an applicant submits an application for a single room totally independently of others, his seniority will be determined as outlined in §3.4 of this policy and the application processed accordingly.

If a group of applicants wish to apply for single rooms but wish to be allotted to the same apartment (i.e. share an apartment) each individual's seniority will be determined and then all applicants within the group will be allotted at the same time as the group member with the greatest number of terms of seniority. Three conditions apply to this procedure:

- a) All the applications must indicate all the names of people to be considered for the group allotment
- b) All applications must be received at approximately the same time and if seniority credit is to be given, all applications must be received before the Seniority Deadline
- c) The member with the greatest number of terms of seniority must reside in his allotted room for a minimum of one term (that being either Fall or Winter) within the occupancy period indicated in his occupancy agreement.

5.2.2 Change in Application

After the Seniority Deadline, a group may not change the names of the members whose seniority is used in calculating total seniority for that particular apartment application or group of applications for singles within the same apartment except to delete one of the names and that person's corresponding seniority, or to change a name by substituting a member who has the same or more seniority (although if the replacement has more seniority, only the number of terms originally claimed will be considered). Changes of this type must be made prior to the Final Allotment. Any other change will be equivalent to cancelling the application and submitting a new application which must go to the bottom of the waiting list.

Changes in apartment/room preferences will be allowed at the Admission Co-ordinator's discretion. Although an attempt will be made to satisfy requests for changes, WCRI is not obligated in any way to allow such changes, except as noted in the above paragraph.

5.2.3 Cancellation of Application

Cancellation of an Apartment Application

Any member of a group may cancel the group's apartment application by letter, in person at the WCRI office, or by telephone, followed-up in writing. Notification of cancellation must be given to co-applicants by the applicant who cancels, and WCRI will assume no responsibility for doing so.

Cancellation of an Application for a Single Room Within an Apartment

Any individual may cancel his own application for a single room. If he has requested to share an apartment with specific individuals, the cancellation of his application may adversely affect the allotment of the applicants he

was to share an apartment with. In such cases notification of cancellation must be given to the other applicants by the applicant who cancels, and WCRI will assume no responsibility for doing so. Processing of the remaining applicants will continue in accordance with the *Admissions Policy*.

5.3 Allotment

Applications submitted prior to the Seniority Deadline will be allotted according to seniority as described in §4.5.

5.3.1 Allotment After the Start of the Term

Occupancy fees for single rooms and apartments allotted after the start of a term will be discounted as follows: a daily rate will be determined by dividing the monthly occupancy fees by thirty. The discount for late allotments will be the daily rate times the number of days between the start of the month and the date the applicant is notified in person of the allotment.

5.4 Reapplication

Any member, or group of members, listed on a Principal Occupancy Agreement may reapply for the occupancy agreement by submitting the appropriate application by the Seniority Deadline, provided that he is eligible for reapplication privileges as described in §5.4.1.

5.4.1 Who May Reapply

Any member whose name appears on the application form, and who lived in the apartment/room during the Fall and/or Winter term of the occupancy agreement period and was a principal occupant during occupancy and who continues to be listed on a principal occupancy agreement at the seniority deadline will be granted reapplication privileges on that occupancy agreement.

5.4.2 Contested Reapplication

If a group of members sharing an apartment as a whole or as a group of single room allotments splits up and two or more applications claiming to be a reapplication are received for the same apartment or group of single rooms, the member or group of members applying with the member who has been a Principal Occupant of the apartment or group of single rooms for the longest consecutive period of time will be valid for reapplication. If each group's senior member has been in the apartment/room the same length of time, the member or group of members applying with the member with the most seniority in WCRI will have the valid reapplication. In a case where all criteria are equal, the Admissions Co-ordinator will make the final decision.

5.5 Types of Occupants

All principal and non-principal occupants must become WCRI members, pay a Performance Deposit, and sign the appropriate occupancy agreement.

5.5.1 Principal Occupants

Principal Occupants are those people who apply for an apartment or single room within an apartment and whose name(s) appear(s) on the Principal Occupancy Agreement. Responsibilities of principal occupants include ensuring occupancy fees are paid and ensuring the correct number of people will occupy the accommodation. This includes finding replacements if they are going to be gone for a term, or in finding additional roommates if there are fewer than the required number of occupants residing in a whole apartment.

5.5.2 Non-principal Occupants

Non-principal Occupants are those members living in an apartment who a) are committed to only four months of occupancy, b) have made arrangements to occupy an apartment or portion thereof with the Principal Occupant(s), and, c) have signed a Non-Principal Occupancy Agreement with WCRI.

All Principal and Non-principal Occupants must sign and submit two copies of the appropriate occupancy agreement to the Admissions Co-ordinator before moving in. The forms will then be signed by an agent of WCRI and one copy will be returned to the member. The other copy will be kept on file in the WCRI office. Failure to submit the aforementioned, signed agreements may result in any or all of the following:

- a) Termination of the occupant's rights to the room and/or apartment
- b) An administrative fee, the amount of which is set from time-to-time by the General Manager, which will be charged to the Principal and/or Non-principal Occupant at the Admission Co-ordinator's discretion
- c) Expulsion of the occupant from membership of WCRI.

5.6 Occupants in Apartments and Single Rooms Within Apartments

5.6.1 Required Number of Occupants in an Apartment

When allotments are made on a single room basis, one applicant will be allotted per room. If the Principal Occupant of a single room will be gone for a term he may be replaced by only one Non-principal Occupant.

When allotments are made on an apartment basis, the maximum number of occupants in an apartment will be one more than the number of bedrooms in the apartment.

In B-Division

The number of occupants living in an apartment in any given term must be equal to or one greater than the number of bedrooms. For example, in a two-bedroom apartment there must be a minimum of two or a maximum of three occupants. This requirement may be waived by a judicial body if sufficient cause can be shown as to why this waiver should be granted, provided the request is made prior to the start of the term. Should less than the required number of people occupy an apartment without permission, the occupancy agreement may be terminated.

Due to the difficulty of finding roommates, this requirement is waived during the Spring term. There will be *no reduction* of the occupancy fees due as prescribed in the occupancy agreement.

In CCK

Although there is no minimum number of occupants requirement in CCK apartments it should be noted that if there are fewer occupants than there are bedrooms, there will be *no reduction* in the occupancy fees charged for the apartment. The maximum number of occupants in a CCK apartment is one more than the number of bedrooms.

5.6.2 Applicants and Members with Children

Children under the legal age as prescribed by the CCA (§63) are permitted to reside in an apartment under the following conditions:

- a) The child must be living with his parent(s) or legal guardian
- b) The child will not be considered an occupant of the apartment for purposes of the occupancy agreement, and thus may not be considered to be occupying a bedroom for purposes of determining the *minimum* number of occupants allowed in a particular apartment, as described in §5.6.1
- c) As a non-member, the child will not accumulate seniority
- d) The parent(s), or legal guardian, with whom the child is residing assumes complete responsibility for the actions of the child within WCRI

- e) Once a child reaches the legal age as prescribed by the CCA, he must be included on the application for accommodation if he plans to reside in the apartment as a Principal Occupant, or he may sign a Non-Principal Occupancy Agreement if he so desires
- f) The Admissions Co-ordinator must be informed of the residency of a child in an apartment.

5.7 Occupancy Agreements

All Principal Occupants must live in their apartment or room for a minimum of one term, either Fall or Winter, within the occupancy period indicated on their occupancy agreement.

5.7.1 Holding Multiple Occupancy Agreements

A member who is on a principal occupancy agreement may be on one non-principal occupancy agreement or residence agreement elsewhere in WCRI under the following conditions:

- a) Full occupancy fees are collected for both locations
- b) Other *Admissions Policy* and occupancy requirements are met.

5.7.2 Additions and Deletions of Names on a Principal Occupancy Agreement

There may not be more principal occupants listed on a Principal Occupancy Agreement than the permissible number (see §5) of occupants.

In B-Division and CCK

The names of all people indicated on an application will appear on the Principal Occupancy Agreement. The addition or deletion of a name to or from an occupancy agreement may occur at any time, and will be done by the Admissions Co-ordinator upon receipt of the appropriate schedule, fully completed.

In Single Rooms in CCK Apartments

Changes to the principal occupant of a single room may not be made. Should a principal occupant wish to give up his rights to the room, the procedures outlined in §5.7.4 would be followed.

5.7.3 Length of Occupancy Agreements

All principal occupancy agreements in apartment divisions (i.e. for both apartments and single rooms within apartments) will normally start on September 1 and will run for a fixed term of 364 days. All Non-Principal Occupancy Agreements for the Spring term will run to the expiry date of the Principal Occupancy Agreement.

5.7.4 Early Termination of Occupancy Agreements by Occupants

To relieve occupants of the responsibility of finding replacements, the Admissions Co-ordinator may allow occupants to terminate their occupancy agreements before the stipulated occupancy period has ended if other applicants are willing to sign a Principal Occupancy Agreement for the remaining portion of the occupancy period. The signature(s) of the Principal Occupant(s) listed on an occupancy agreement is/are required before the occupancy agreement may be terminated. WCRI will charge an administrative fee for this service (the rate of which is set by the General Manger from time-to-time).

The minimum length of time for which replacement occupants are allowed to hold an occupancy agreement must equal or exceed the number of days required for notification of expiry of occupancy agreements as outlined in the CCA. In no cases will termination be allowed if the replacement occupants cannot be given sufficient notice of expiry of the occupancy agreement.

5.8 Payment of Occupancy Fees and Deposits

5.8.1 For Apartments

Occupancy fees for the first and last month of the occupancy period indicated in the occupancy agreement are required to be paid before a member may take up occupancy in the apartment. Occupancy fees for all other months must be paid on or before the first business day of each month. Failure to do so shall result in an administrative fee charged to the member of \$5 per day to a maximum of \$25 unless arrangements for payment deferral are made with Accounting in advance. Repeated (i.e. more than once) failure to pay occupancy fees on time is considered grounds for termination of the occupancy agreement by WCRI. Accounting is not required to approve deferral of payment nor to waive late fees. Approving a deferral in one instance or for one month should not be considered a precedent for other cases or later months.

5.8.2 For a Single Room Within an Apartment

Occupancy fees for the first and last month of the occupancy period indicated in the occupancy agreement are required to be paid before the member may take up occupancy in the room. Occupancy fees for all other months must be paid on or before the first business day of each month. Failure to do so shall result in an administrative fee charged to the member of \$5 per day to a maximum of \$25 unless arrangements for payment deferral are made with Accounting in advance. Repeated (i.e. more than once) failure to pay the aforementioned fees on time is considered grounds for termination of the occupancy agreement by WCRI. Accounting is not required to approve deferral of payment nor to waive late fees. Approving a deferral in one instance or for one month should not be considered a precedent for other cases or later months.