

Waterloo Co-operative Residence Incorporated

## **Security and Access Policy**

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

**18 August 2008**

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

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## Revision History

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Date	Revisionist	Summary of Changes
27 September 1997		WCRI Policy Change
16 December 2001	Russ Wong	Template Update
08 June 2002	Russ Wong	Policy Change: 'fag' replaced with 'COW' or 'co-operative work credit'
27 October 2002	Russ Wong	Policy Change
18 October 2003	David Haigh	Policy Change: new formation of policy adopted from Policy and Procedures committee
10 April 2007	Laura Reidel	References to the Board of Directors modified to reflect General Manager's jurisdiction over this policy.
18 August 2008	Melissa Wessel	Policy Change: Amend Part III, add Procedure section, and change headings

## External Cross-references

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Section(s)	Policy/Section Referenced	Referencing Policy	Section(s)
	Admissions Policy	Division Managers'	4, C.c, C.d
	Eviction & Expulsion		3.i

## DEFINITIONS

- “guest” means someone with temporary access to a secure area has been granted under Section 11;
- “host” means someone who has granted temporary access to a secure area to a guest under Section 11;
- “resident member” means a member of the Co-op who is a resident occupant of Co-op accommodations;
- “secure area” means a building or room so defined or designated under section 2.

## INTRODUCTION

A Policy respecting the security of the various buildings and rooms in the Co-op; access rights and privileges pertaining thereto; and the treatment of guests.

## PART 1: ACCESS TO SECURE AREAS

- 2.** (1) A building, location, or room is a secure area if
  - a) access thereto is controlled by a door that can be locked; or
  - b) there exists a reasonable presumption of security or privacy therein.(2) Despite subsection (1), the General Manager or delegate may from time -to-time designate a certain building or room to be a secure area or not to be a secure area.  
(3) Whoever makes a designation under subsection (2) shall inform all affected persons thereof in a reasonable fashion.
- 3.** (1) For each secure area, the General Manager or delegate, with the advice of the appropriate Division Council, where applicable, may grant certain persons access to that secure area, and may revoke any such access.  
(2) A Director who requires access to a secure area in order to perform his duties shall be granted access thereto.  
(3) No one shall be present in a secure area who has not been granted access thereto under subsections (1) or (2), except as permitted under Part 3 (guests).  
(4) Despite anything in this or any other Policy, no one who has been expelled from membership in the Co-op shall be present on Co-op property without the prior written permission of the General Manager.
- 4.** (1) For each door that can be locked, the General Manager or delegate, with the advice of the appropriate Division Council, where applicable, shall from time -to-time determine whether or not it shall ordinarily be left locked, or under what circumstances it shall be left locked.  
(2) No one shall leave a door in a condition other than that determined under subsection (1) therefor.
- 5.** (1) Despite section 3, the General Manager or delegate shall not grant anyone access to an apartment or a residence room who is not an occupant of those premises unless
  - a) he provides forty-eight (48) hours written notice to every occupant;
  - b) an occupant consents to the grant of access in writing; or
  - c) there exists a real or perceived condition of emergency therein.(2) Whenever someone who is not bonded and who is not a permanent full-time employee of the Co-op is granted access to an apartment or residence room under paragraph (a) of subsection (1), he shall at all times be accompanied by an employee of the Co-op.

6. (1) A member who contravenes this Part on the first or subsequent occasion is liable, at the discretion of the General Manager or delegate, to pay a fine not exceeding two hundred dollars (\$200).

(2) A member who contravenes this Part on a second or subsequent occasion is liable, at the discretion of the General Manager or delegate, to eviction and expulsion from the Co -op.

## **PART II: KEY CONTROL**

7. (1) The General Manager or delegate shall issue the key, combination, or other instrument required to access a secure area to everyone who has been granted access thereto under section 3, and track the issuing of all keys.

(2) The General Manager or delegate shall issue such keys, combinations, and other instruments as necessary to anyone to whom he has delegated his powers under subsection (1) or this subsection.

(3) Whoever issues a key or other instrument under subsection (1) or (2) shall ensure that the person issued the key or other instrument has acknowledged receipt thereof in writing.

(4) No one issued a key or other instrument under subsections (1) or (2) shall make a copy thereof without the prior written permission of the General Manager.

(5) No one shall possess a key, combination, other instrument, or copy of any of the above issued under this section unless it was issued to him, without the prior written permission of the General Manager.

8. (1) Upon the revocation of access to a secure area under section 3(1), anyone issued a key or other instrument therefor under section 7 shall return it forthwith to the General Manager or delegate.

(2) The General Manager or delegate may, for any good and sufficient reason, require the holder of a key or other instrument issued under section 7 to return it to him temporarily.

9. (1) No new locks installed on residence room or external apartment doors after January 2004 shall be opened by master key, or part of a master key system.

(2) The minimum cost for losing the key to a lock will be set by the General Manager from time to time.

(3) Members may not remove WCRI locks on their apartment or room doors or replace them with locks of their own.

(4) Members may not add a lock to any door with no lock on it.

(5) Should an additional lock be required, the member shall obtain permission from the General Manager or delegate, who shall arrange to have a lock installed and will charge the member any associated costs.

(6) A copy of the key will be retained by the General Manager or delegate.

10. (1) A member who contravenes this Part on the first or subsequent occasion is liable, at the discretion of the General Manager or delegate, to pay a fine not exceeding two hundred dollars (\$200).

(2) A member who contravenes this Part on a second or subsequent occasion is liable, at the discretion of the General Manager or delegate, to eviction and expulsion from the Co -op.

## **PART III (a): GUESTS**

11. (1) Anyone to whom access to a secure area has been granted under Part 3 may grant anyone else temporary access to that secure area as his guest.

(2) No guest shall be issued a key, combination or other instrument under section 7.

**12.** (1) No guest shall stay overnight on Co-op property, except as described in subsection (2), without the prior written permission of the General Manager or delegate.

(2) A guest may stay overnight in a Co-op accommodation with the expressed or implied permission of all members residing in that room, unit, or apartment, as appropriate.

(3) No guest staying in an accommodation under subsection (2) may claim any sort of occupancy rights thereto under the *Tenant Protection Act*, *Co-operative Corporations Act*, any other Act, or the common law.

**13.** (1) No guest shall stay in either residence or apartments for more than twenty-four (24) hours unless his host has informed the Division Manager thereof.

(2) No guest shall stay in either residence or apartments for more than eight (8) days in one month, or for more than eight (8) consecutive days in one (1) term, without the prior written permission of the General Manager or delegate.

**14.** No guest shall stay in any division of WCRI for more than thirty (30) days in one term, or for more than thirty (30) consecutive days, without becoming a member of the Co-op pursuant to the *Admissions Policy*.

**15.** (1) If a guest who is not a resident member contravenes any Policy of the Co-op, then his host is deemed to have also contravened the same Policy in the same manner.

(2) Wherever in a Policy the word “member” appears, but the word “person” would make equal or greater sense, the word “person” shall be understood for the purposes of subsection (1).

(3) If the General Manager or delegate, in compliance with subsection (1), fines a host for the behaviour of his guest then the General Manager or delegate may require the guest to leave Co-op property and not to return unless and until the fine is repealed or reduced by a judicial body.

(4) The General Manager or delegate may, with appropriate reason, including failure to abide by this policy, require a guest to leave Co-op property at any time.

(5) If no host claims responsibility for a guest who violates a policy, but the General Manager or delegate reasonably ascertains that the guest is welcome, then all members present at the incident may be held responsible for the guest’s actions.

### **PART III (b): PROCEDURE**

**16.** If a member is found to be housing a guest contravening Part 3 of this policy, the host will be issued a letter from the General Manager or delegate requesting that the host party contact the office immediately.

**17.** The host will be asked to have their guest leave WCRI property.

**18.** (1) A member who contravenes this Part is liable, at the discretion of the General Manager or delegate, to pay a fine equivalent to the performance deposit.

(2) A member who contravenes this Part with intent to defraud the Co-op is liable, at the discretion of the General Manager or delegate, to eviction and expulsion from the Co -op.

(3) Failure to abide by this policy may result in forfeiture of future applications for accommodations.