

Waterloo Co-operative Residence Incorporated

Admissions Policy

As approved by the Executive Director,
and incorporating all changes through:

27 February, 2017

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

Review & 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
05 August 2009	Cary Hubbard	Change maximum number of people living in CCK apartment
03 October 2012	Cary Hubbard	Update late charge. Change to reflect changed job title and remove references to Division Manager.
14 June 2013	Katy Holst Gillian van der Watt Cary Hubbard	Remove section regarding Membership Coordinator position. Update fee payment process for apartments. Change to reflect change to GM job title. Remove references to B-Division
25 August 2014	Gillian van der Watt Cary Hubbard	Update format to match current policy template; Addition of Introduction; Clarify allotment process; Change allotment process to state offers will be emailed; Update to storing of possessions; Update appeal process
17 August 2015	Gillian van der Watt and Cary Hubbard	Update Introduction to align with Ends Policy; Add definition for short-term contract; Update final allotment process regarding emailing of the allotment; Addition of denial of visa as acceptable grounds for cancellation of allotment; Update policy to include minimum of 31 days for all contracts; Include reference to <i>Electronic Commerce Act</i> ; Overall clarification of language to align with other sections within the policy
3 December 2016	Gillian van der Watt	Change Seniority Deadline for Fall Term to January 8;

Remove 'last academic term' and 'withdrawal from post-secondary institution in Kitchener-Waterloo' as instances where the two term commitment will be waived; Include work term in Kitchener-Waterloo as criteria for an Interim Occupancy Agreement; Include Fenwick as a style of accommodation; Update definition of 'Large Single'; Include online application as an application method

27 February 2017

Gillian van der Watt
and Jeff Bessmer

General simplification, clarification, and consolidation. Moving seniority deadline earlier due to market changes, reducing the period of time for members to re-apply, changing how group seniority works for whole apartments, and requiring written consent from apartment mates if non-principal applicant is of a different gender. Removal of second term occupancy fees as a consequence of not fulfilling a two term commitment.

External Cross-references

Section(s)	Policy/Section Referenced	Referencing Policy	Section(s)
1.2(a), 1.9	Co-operative Corporations Act, Ontario	Security & Access Policy	15
1.8	Electronic Commerce Act, Ontario		
2.7	Security & Access Policy		

IMPLEMENTATION

This policy will be posted for two weeks before it comes into effect in order to elicit feedback from members and to provide ample notice about the changes being made. It will officially come into effect on February 27, 2017.

INTRODUCTION

WCRI is committed to the provision of clean, comfortable and secure accommodation and related services to post-secondary students in the Kitchener-Waterloo area. This document establishes the policies and procedures related to the allocation of accommodations to applicants. It aims to ensure fairness and inclusivity in all allotment practices.

DEFINITIONS

- “apartment divisions” means accommodation in Carver, Clayfield and Kershaw at 268 Phillip Street and Fenwick at 280 Phillip Street in Waterloo, Ontario. Apartment accommodations can include either a whole apartment or a single room within an apartment.
- “double room” means a residence room that is suitable for two residents.
- “half-occupied double room” means a residence room that is allotted for two residents, but is only occupied by one resident.
- “large single” is single room in residence that is the size of a double room.
- “non-principal occupant” means the occupant(s) who have agreed to reside at the specified apartment for less than one year and who have signed a Non-Principal Occupancy Agreement.
- “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. Each principal occupant must live in the accommodation for at least one term of the occupancy agreement.
- “re-application privileges” means the privilege of a member to continue to occupy precisely the same accommodation in concurrent terms. To claim this privilege, a member must submit an application for reapplication by the Seniority Deadline.
- “residence divisions” mean accommodation in A1, A2, A3 and A4 at 280 Phillip Street and Dag Hammarskjold (Hammar) at 139 University Avenue West in Waterloo, Ontario.
- “seniority credit” means privileges accumulated by the existence of records that a person has been a member in good standing of WCRI. One seniority credit is earned for each term a member lives at WCRI. Such privileges allow members to be given preferential treatment when accommodations are allotted.
- “seniority deadline” means the date by which members who wish to have their seniority considered for allotment purposes must have their applications submitted to WCRI. The seniority deadlines for each term are: for Fall Term, December 1; for Winter Term, October 1; for Spring Term, February 1. If these dates do not fall on a business day, the deadline will not extend to the next business day.
- “short-term contract” means a contract that is more than 30 days in length and less than the total number of days in a full occupancy period.
- “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: General Regulations

1.1 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 from the person or group. An application can be submitted online via the WCRI website, or on a paper application form to the Office.

When a person or group makes application for more than one type of accommodation, the person or group will be asked to prioritize the selected accommodation types. During the allotment process, the first available accommodation type, per the prioritized list, will be offered to the applicant. If the preferred type of accommodation is not available, the applicant will be placed on a wait list for that type of accommodation and all subsequent preferences. The applicant may confirm the accommodation type being offered and may request to remain on one or more wait lists.

1.2 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 overdue balance owed to WCRI by the applicant.
- c) The applicant is a member who is two or more years out of part-time or full-time registration in a post-secondary institution.
- d) The applicant is not a member and will not be registered in a post-secondary institution during the occupancy period applied for.
- e) The applicant has been found to have provided incorrect information regarding his identification.

1.3 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 submitted to WCRI.

The Membership Coordinator will begin processing applications after the following dates, known as the Seniority Deadlines: Fall term – December 1; Winter term – October 1; Spring term – February 1. If these dates fall on a Saturday, Sunday, or other non-business day, the deadline will not extend to the next business day. It is the responsibility of the applicant to ensure that the application has been received by the deadline.

1.4 Definition of Seniority

A member's seniority is defined as the number of terms he has lived in WCRI. A member will be given partial seniority credit if his occupancy 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 cannot 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 Membership Coordinator that he has resided in such a co-operative, the Membership Coordinator will calculate seniority as appropriate, to a limit of

two transferred terms. In this case, the member is fully responsible for satisfying the Membership Coordinator 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 Membership Coordinator for future reference.

1.5 Allotments

1.5.1 Processing Applications

The Membership Coordinator will process applications in the following order:

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

Applications submitted after the seniority deadline will be processed, as above, according to the date received in the WCRI Office.

If seniority is equal among two or more members, the Membership Coordinator will refer to the dates on which the applications in question were received to determine the most senior member.

1.5.2 Allotment

Once the seniority deadline has passed, the Membership Coordinator will attempt to allot each applicant accommodation, attempting to satisfy the requests of applicants. This allotment will be emailed to the applicant with information about the process for accepting the room offer.

1.5.3 Allotment After the Start of Term

Occupancy fees, where the start of the occupancy period is after the end of the first month of the regular occupancy term, will be pro-rated for the number of days remaining in the occupancy term.

1.5.4 Confirmation of Acceptance of Allotment

It is the responsibility of the applicant to confirm acceptance of an allotment by notifying the WCRI Office in writing and submitting payment for a confirmation deposit, the rate of which is set by the Executive Director from time to time, by the confirmation payment date, which is not less than one week after the allotment date. Failure to confirm an allotment and submit a confirmation deposit will result in forfeiture of the allotment.

1.5.5 Wait List

Applications received that cannot be processed due to lack of available accommodations will be placed on a wait list according to seniority and application date.

When a vacancy occurs, the person at the top of the appropriate wait list will be offered the available accommodation and will be provided instructions about how to confirm their offer.

After the final payment deadline, all vacant rooms will be offered on a first-come, first-serve basis.

1.6 Payment of Fees

All applicants must pay the appropriate fees in full by the Final Payment Date, one month preceding the start of the occupancy period:

- a) Occupancy fees for the term, if allotted a residence room, or
- b) First and last month's occupancy fees, if allotted an apartment style accommodation.

Applicants may request a deferral arrangement for these fees in advance of the final payment date. Deferral arrangements will be considered on a case-by-case basis, require that a minimum of 50% of occupancy fees is paid by the final payment date, and be subject to an administrative fee, as established from time-to-time by the Executive Director.

Applicants who receive an allotment after the final payment date will be required to pay the appropriate fees for the accommodation upon offer.

Failure to pay balance of fees, as outlined above, will result in the accommodation being forfeited and allotted to the next person or group on the appropriate wait list. The Confirmation Deposit, if paid, will also be forfeited.

An applicant whose allotment and Confirmation Deposit has been forfeited may choose to reactivate his application. If accommodation is available, the Confirmation Deposit will be reinstated for use in that particular term only and a late fee will be charged, the rate of which is set by the Executive Director from time to time. If accommodation is not available, the Confirmation Deposit will remain forfeited.

1.7 Performance Deposits

A performance deposit, the rate of which is set by the Executive Director from time to time, must be paid by all new members of WCRI and those returning to live at WCRI to whom the deposit has previously been refunded. If a returning member does not have a full performance deposit on account, payment must be made to bring the performance deposit to the prescribed rate.

1.8 Cancellation

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:

- 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 (written medical evidence and documentation indicating withdrawal from classes is required as proof).
- d) Inability to attend any of the aforementioned post-secondary institutions due to Canadian Immigration Services denying a visa application for the purpose of studying in Canada.

1.9 Occupancy Agreements

An occupancy agreement grants permission for an individual or group to occupy a specific unit at WCRI for a specific period of time and establishes the terms and conditions for use of that space. Integral to all occupancy agreements are the WCRI Bylaws and policies which are referenced within each agreement.

The minimum length of time for an occupancy agreement is thirty-one (31) days.

The agreement must be signed by the occupant(s) and an authorized agent of WCRI. Agreements may be signed electronically, in accordance with the *Electronic Commerce Act, 2000* (Ontario).

The signed occupancy agreement is kept on file in the WCRI Office. A copy of the agreement is available to all parties signing the agreement, upon request.

Failure to submit a completed occupancy agreement by the prescribed date may result in any or all of the following:

- a) A late fee, the rate of which is set by the Executive Director from time to time;
- b) Termination of the occupant's rights to the room; or
- c) Expulsion of the occupant from membership of WCRI.

1.10 Applicants and Members with Children

WCRI permits children under the legal age as prescribed by the CCA (§63) to live in WCRI whole apartments together with their parents or legal guardian. Children cannot become members of WCRI, are not permitted to reside in the residence divisions, and will not accumulate seniority. The parent(s) or legal guardian with whom the child is residing assumes complete responsibility for the actions of the child within WCRI.

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.

The Membership Coordinator must be notified in writing of the residency of a child in a whole apartment within five business days of moving in.

1.11 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 re-application 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 it has been determined that a fraudulent application has been submitted, re-application privileges for that accommodation in the next occupancy term will not be valid and an administrative fee will be charged, the rate of which is set by the Executive Director from time to time. The administrative fee will be divided equally amongst all principal occupants of that apartment. A recommendation may be made by the Executive Director for a membership review.

Part 2: Residence Divisions

2.1 Applications and Allotment

2.1.1 Gender-Specific Allotment Parameters

The Membership Coordinator will attempt to satisfy the requests of applicants while taking the following into account:

- a) Gender balance within each residence division is preferred and will be maintained as the number of male and female applicants permit.
- b) Gender-specific units are preferred and will be maintained unless written consent has been received from all applicants allotted a room within that unit.
- c) Gender-specific double rooms are preferred and will be maintained unless written consent has been received by both applicants for that room and all applicants allotted a room within that unit.

2.1.2 New Member Requirements

Applicants who are subject to a two-term commitment will be required to pay a two-term commitment deposit, the rate of which is set by the Executive Director from time to time. The two term commitment deposit will be held on account and applied to the final occupancy fees owing for the second occupancy period.

An application and confirmation deposit for the second occupancy period will be required, as per the application and allotment processes.

The requirement for a two-term commitment may be waived when the new applicant is an exchange student who will be residing in a double room in residence division and will be attending a post-secondary institution in Kitchener-Waterloo for only one term. Appropriate written documentation must be submitted to the Membership Coordinator before the decision to waive this requirement can be made.

If a member does not occupy their assigned unit in a residence during the second term of their two-term commitment, they will forfeit their confirmation deposit.

2.2 Length of Term in Residence Divisions

Residence division terms will 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.

2.3 Double Rooms in Residence

A member who re-applies or requests a specific double-room without a roommate and refuses the option of moving into another half-occupied double-room or allowing another member to move-in will be charged the large-single rate.

2.4 Short-Term Contracts

Short-term contracts are available in the Winter and Spring terms for single occupancy rooms in residence divisions and are subject to an administrative fee, the rate of which is set by the Executive Director from time to time.

The occupancy period for a short-term contract will be a minimum of thirty-one (31) days. If the start of the short-term contract falls within the first month of the regular occupancy term, the contract start date must equal the start date of that term.

Short-term contracts may be extended for a minimum of thirty-one (31) days or until the last day of the regular occupancy term if the remaining period is less than thirty-one (31) days. All extensions to short-term contracts are subject to an administrative fee, the rate of which is set by the Executive Director from time to time.

2.5 Interim Occupancy Agreements

Members living in a residence division for two consecutive occupancy terms may sign and pay for an Interim Occupancy Agreement for the period between the two terms. An interim occupancy agreement allows the member to retain occupancy rights for the current room during the interim period.

If exams end later than the occupancy term, members may sign an interim occupancy agreement until the day of their last exam, without charge. Adequate evidence of the last exam date must be provided to the WCRI Office.

If a member has a work-term placement in the cities of Kitchener and Waterloo that ends later than the occupancy term, members may sign and purchase an interim occupancy agreement for the period between terms.

2.6 Storage of Belongings between Terms

Members living in a residence division for two consecutive terms may store their belongings in the room they occupy during the first of the two terms, for the period between the two terms at no charge.

Arrangements for all internal moves will be facilitated through the WCRI Office.

2.7 Withdrawal from Residence

If a member chooses to cancel their allotted residence room after the commencement of the occupancy agreement, this will be considered a withdrawal from residence, subject to the following:

- a) The member must contact the Membership Coordinator stating his intention to withdraw from residence.
- b) If the member finds an individual willing to submit an application, sign an occupancy agreement, and pay all required fees for the remainder of the original occupancy agreement, a refund of the balance of fees, pro-rated by the number of days remaining in the original occupancy agreement, may be granted. This refund may be subject to an administrative fee, the rate of which is determined by the Executive Director from time to time.
- c) From the date the person withdraws from residence, he will have no claim on the room vacated whether he finds a replacement or not.

2.8 Accommodation for Volunteers

A member working on an approved WCRI 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. Volunteers who stay at WCRI under this provision of the policy shall be deemed guests of WCRI and are therefore subject to Part 3: Guests of the *Security and Access Policy*.

Part 3: Apartment Divisions

3.1 Types of Accommodation

Two types of accommodation within the apartment divisions are available: a "whole apartment" or a "single room within an apartment."

A "whole apartment" refers to an apartment that has been allotted as a complete unit while a "single room within an apartment" refers to the allotment of a bedroom within an apartment where the kitchen, dining room, living room and bathroom are shared by the occupants allotted single rooms within that particular apartment.

In the case of a whole apartment, the principal occupant(s) are responsible for all the rooms within the apartment, while in a single room within an apartment, the principal occupant is responsible only for his own bedroom and shares responsibility for the common areas within the apartment with all other occupants of that apartment.

3.2 Applications and Allotment

3.2.1 Seniority

If a group of applicants wish to apply for an whole apartment or single rooms within the same apartment the highest seniority of any member of the group shall be the group's seniority. The following conditions apply:

- a) All the applications must indicate all the names of people to be considered for the group allotment; and
- b) The date of application for the group is the date the last application in the group is received.

3.2.2 Change in Application

Changes in members of a group which impact seniority may impact seniority of the group and may result in forfeiture of allotment.

3.2.3 Cancellation of Application

The applicant is the only person who may cancel the group's whole apartment application by submitting an email or letter to the WCRI Office. Notification of cancellation must be given to co-applicants by the applicant, and WCRI will assume no responsibility for doing so.

3.3 Re-application

A member meeting the following conditions has re-application privileges in a whole apartment or a single room within an apartment:

- a) Lived in the apartment/room during one term of the occupancy agreement period; and
- b) Was a principal occupant during the previous occupancy period

3.4 Allotment After the Start of the Term

Occupancy fees for single rooms within apartments and whole apartments allotted after the start of a term, where the start of the occupancy period is after the end of the first month of the regular occupancy term, will be pro-rated for the number of days remaining in the occupancy term.

3.5 Types of Occupants

3.5.1 Principal Occupants

Principal occupants are able to sublet one or more rooms within a whole apartment or their allotted room within a single room within an apartment to a non-principal occupant for up to two occupancy terms in an occupancy period.

All Principal Occupants must live in their apartment or room for a minimum of one term within the occupancy period indicated on their occupancy agreement. Failure to do so is considered a fraudulent application (see Section 1.10).

Principal occupants are responsible for finding non-principal occupants if they will not be living at WCRI for a term, or in finding additional roommates if there are fewer than the maximum number of occupants residing in a whole apartment.

Principal and non-principal occupants are jointly and severally responsible for ensuring all occupancy fees owing for the non-principal occupancy period are paid to WCRI.

3.5.2 Non-principal Occupants

Non-principal occupants have made arrangements to occupy an apartment or portion thereof with the Principal Occupant(s)

All Principal and Non-Principal Occupants must sign and submit appropriate non-principal occupancy agreement to WCRI before moving in. Subletting an apartment or room in an apartment does not cancel, void, or in any other way affect the principal occupancy agreement.

A non-principal occupancy agreement must be for a period greater than 30 days.

When a principal occupant was assigned to a gender-specific unit they must submit written consent from all other residents in that unit if the non-principal occupant is of a different gender.

3.6 Occupants in Apartments

3.6.1 Maximum Number of Occupants in an Apartment

The maximum number of occupants in a whole apartment will be equal to the number of bedrooms in the apartment except in the case of a one-bedroom apartment. One additional Occupant may live in a one-bedroom apartment.

Although there is no minimum number of occupants required in a whole apartment, if there are fewer occupants than there are bedrooms, there will be no reduction in the occupancy fees charged for the apartment.

3.6.2 Holding Multiple Occupancy Agreements

A member who is named on a principal occupancy agreement may be named on one non-principal occupancy agreement or residence agreement elsewhere in WCRI.

3.6.3 Additions and Deletions of Names on a Principal Occupancy Agreement

In Whole Apartments, the names of all applicants 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 provided that the request is made in writing to the Membership Coordinator.

3.6.4 Length of Occupancy Agreements

All principal occupancy agreements in apartment divisions will normally start on September 1 and will run for one year less one day. All Non-Principal Occupancy Agreements for the Spring term will run to the expiry date of the Principal Occupancy Agreement.

3.6.5 Early Termination of Occupancy Agreements by Occupants

A principal occupant may terminate his occupancy agreement before the stipulated occupancy period has ended if another applicant is willing to apply for the accommodation and 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. An administrative fee, the rate of which is set by the Executive Director from time-to-time, may be applied.

3.7 Payment of Occupancy Fees and Deposits

Occupancy fees for all months other than the first and last month of the occupancy agreement must be paid on or before the first business day of each month. Unless arrangements for payment deferral are made with the Executive Director or delegate in advance, late payment of monthly occupancy fees will result in a late fee being applied, the rate of which is set by the Executive Director from time to time.

Repeated failure to pay occupancy fees on time is considered grounds for termination of the occupancy agreement by WCRI.

Part 4: Admissions Appeal

All requests for exceptions to this policy must be submitted in writing to the Executive Director or delegate. The decision of the Executive Director or delegate is binding.

An appeal of a decision may be requested on the following grounds:

- a) New evidence surfaced after the decision was made;
- b) The reasoning reported for the decision contradicts the WCRI by-laws or a WCRI policy.

These appeals will be addressed by the Executive Director or delegate.