

— Brandon University Residence Agreement 2026-2027 —

Updated February 23, 2026

The residence agreement contains important legal terms and conditions about your rights and responsibilities while living in residence. Please read them carefully.

Electronic Acceptance and Signature. By selecting “I agree” in the University’s residence system (eRezLife), the Student confirms they have read and agree to this Residence Agreement. The Student’s online acceptance constitutes their electronic signature and has the same legal effect as a handwritten signature. The University maintains an auditable record of acceptance, including the accepted version, the Student’s identity, and the acceptance timestamp.

In Consideration of the fees to be paid and the covenants herein on the part of the Student, the University hereby grants to the Student, on the terms hereof, the following license:

- i.) License Grant.** The University will grant to the Student accommodation in the University Residence Halls ("the licensed premises") for the contract period specified on their room offer.
- ii.) Governance & Handbook.** The Student agrees to familiarize themselves with – and abide by - all applicable University regulations, including the Residence Handbook (<https://www.brandonu.ca/residence/resources/>) and the Student Non-Academic Misconduct Policy (<https://www.brandonu.ca/student-services/home/student-policies/>).
- iii.) Policy Updates (Notice).** Brandon University may update Residence policies and related literature where reasonable for safety, legal compliance, or operational needs. Material changes that significantly affect student rights, fees, or obligations will be posted in *eRezLife Resources Section* and emailed to residents at least 14 days before taking effect, unless a shorter period is required by law or to address an urgent safety matter.
- iv.) Acceptable Use.** When accessing the Residence network, the Student agrees to the Brandon University Computer Acceptable Use Policy (www.brandonu.ca/helpdesk/wireless-network/).
- v.) Notice to Students.** University notices may be delivered by email to the Student’s University email address, or by hand delivery to the licensed premises. Unless otherwise required by law, notices are deemed received on the date sent (email) or the date delivered (hand delivery). The Student is responsible for monitoring University email.
- vi.) No Waiver.** The University’s waiver or acquiescence in any breach by the Student of any covenant or condition shall not be deemed a waiver of such covenant or condition or of any subsequent breach.

CORE TERMS

- 1. Student Status:** Ongoing current enrolment (as defined by the University or College Calendar) at Brandon University or Assiniboine College is a condition of this Agreement. If Student status ends, the University may terminate this Agreement upon written notice. The Student authorizes the University to access their registration record solely to verify student status. Room and meal charges will be prorated to the check out date, subject to applicable fees and Section 6 (Withdrawals).

2. **Code of Conduct/Disciplinary Measures.** The Student and their guests must comply with all applicable laws and University policies (<https://www.brandonu.ca/policies/>). Conduct that threatens community safety will be addressed under the Residence Handbook's incident management process. Outcomes will follow published procedures, including notice to the Student and an opportunity to respond, with appeals as set out in the Residence Handbook. The Student is responsible for ensuring their guests do not create a nuisance or disturbance affecting other licensed areas. The Residence Handbook can be found online: (<https://www.brandonu.ca/residence/resources/>).
3. **Fees.** Fees are due per term in advance per the schedule published by Brandon University. Late or unpaid balances may result in loss of residence eligibility and referral to collections. Administrative, damage, and other charges (if applicable) will be itemized and based on actual costs or published fee tables.
4. **Mandatory Meal Plan.** Participation in the mandatory meal plan is a condition of residence eligibility. The plan and its use are described in Food Services materials; operating hours may vary seasonally, and meals are not provided during Winter Break.

(a) Meal Plan Changes

- Increases to Meal Plan price levels can be done at any time without restrictions.
- Decreases to Meal Plan price levels are permitted ONCE per contract.
- Extra funds can be added to Meal Card at any time and the extra funds that are added are refundable if unused at the end of the contract.
 - No Meal Plan changes to a lower price level are permitted after November 15 in Fall Term and March 15 in Winter Term.
 - Meal Plan changes can be made through the Meal Plan Change Request form (*via eRezLife*)

(b) Unused Meal Plan Money

- Meal Plan money that is unused (other than extra added funds) in any Meal Plan price level at the end of a contract is forfeited, non-refundable and non-transferable.

(c) Meal Plan Carry Over

- Meal Plan money can be carried over from Fall Term to Winter Term within the same academic year, as long as student remains in residence and is registered for courses.
- Meal Plan money can be carried over from Winter Term to Spring/Summer Term of the same calendar year, as long as student remains in residence and is registered for courses in Spring/Summer.
- Unused money at the end of the Spring/Summer Term is forfeited, non-refundable, non-transferable, and cannot be carried over.

5. **Cancel Application Before Arrival.** Students who wish to cancel their residence application prior to arrival must submit the Application Cancellation Form (*via eRezLife*). Regardless of when the Application Cancellation Form is submitted, the Application Fee (\$65) is non-refundable. If the Application Cancellation Form is submitted after June 20, the Room Deposit (\$350) is non-refundable. **Applications can be re-activated, but the originally offered room is not guaranteed.**
6. **Withdraw from Contract After Arrival.** A Student may withdraw from their residence contract after move-in without withdrawing from their post-secondary institution; however, the Student agrees to remain financially responsible for the full room and board fees as set out on their **confirmation of fees**, except in the following cases:

(a) Winter Term Fee Waiver:

Winter Term room and board fees are waived when a Student withdraws from a full Academic Year residence contract on or before December 1.

(b) Eligibility for Refund When No Longer a current Student:

Students who withdraw from the residence contract may be eligible for a refund if documentation is provided demonstrating that they are no longer enrolled as current Students.

(c) Students Registered for a Minimum of 1 term:

Refunds and charges are calculated using a pro-rated formula for withdrawal dates prior to November 15 for the Fall Term and March 15 for the Winter Term. No refunds are granted after these dates, except for authorized practicum students. Students can submit a Student Practicum Room/Board Credit Request Form (*via eRezLife*).

(d) Students Registered for Less Than 1 Term:

Refunds and charges are calculated using a pro-rated formula for withdrawal dates occurring at least four (4) weeks prior to the end of the contract. No refunds are granted after that date.

(e) Students Registered for Spring and Summer Sessions

When applicable, a student may withdraw from residence before the end of their Spring/Summer contract by providing the University with four (4) weeks' notice. If such notice is not given, and the student vacates the premises early, four weeks of room and board charges will be applied to the student's account.

All approved withdrawals are subject to a \$500 administrative fee.

All withdrawals must be requested by submission of the Notice of Withdrawal Form (*via eRezLife*).

7. **Late Arrivals:** A Student that arrives 3 weeks or less after their assigned move-in date will not receive an adjustment of their contract period or a room and board rebate for unused room and board charges.
8. **Termination by the University:** The University may terminate the housing contract under any of the following circumstances:

(a) Disciplinary Action for Evictable Offenses:

This includes, but is not limited to, conduct contrary to federal or provincial law; possession of materials that endanger student health or safety; acts of violence or threatening behaviour; major disturbances or repeated minor disturbances; and behaviour that adversely affects the rights of others to pursue their academic or social development.

(b) Termination of Studies:

If the Student ceases to be enrolled in university or vocational instruction, the University will terminate the housing contract.

(c) Failure to Meet Payment Obligations:

If the Student is unable to fulfill payment obligations to the Housing Office.

(d) Community-Wide Emergency:

In the event of a community-wide emergency, the University reserves the right to terminate this contract and require the Student to vacate their residence room within no more than seven (7) days from the date of termination. The Student will receive any applicable refunds for the period between their check-out date and the last day of the contract. If the Student is unable to secure off-campus housing within the designated timeframe, the University may provide temporary accommodations until such housing can be obtained. In extenuating circumstances, where the Student is granted permission by Brandon University to live on-campus housing beyond the final day of the contract, additional fees will apply.

9. **Default:** If the Student is in default of any covenant herein, the University may terminate this Agreement effective on the 5th day following written notice of default. Applicable fees/penalties will apply as outlined in Section 6 (Withdrawals).

10. **Winter Break:** Residence buildings remain open throughout the Winter Break period. Students with a Contract that spans both the Fall and Winter Terms may leave their belongings in their assigned Suite at no additional cost.

Standard Suite access is *not* available during the Winter Break unless the Resident registers for Winter Break occupancy using the Winter Break Occupancy Request form (*via eRezLife*). Further detail of the Winter Break Policy can be found online: (<https://www.brandonu.ca/vp-finance/policies/>).

(a) Registration Process

Students will be notified when the Winter Break Occupancy Request form is open. Form submissions are due by the published annual deadline. All associated fees must be paid by the corresponding deadline for the Student to be approved to remain in Residence during the Winter Break. **Late requests will not be accepted.**

(b) Winter Break Fee

A non-refundable Winter Break Resident Fee will be published each academic year. This fee covers room access only; meal plan charges do not apply during the Winter Break period.

(c) Refund Policy

Once Winter Break fees have been paid, they are non-refundable.

11. **No Assignment:** The Student may not assign, sub license, or permit others to occupy the licensed premises. The University may, in its discretion, assign another person to occupy as a licensee in common. Students may not allow others to use their rooms during absences.

12. **Room Change/Assignment:** The University reserves the right to reassign individuals to different rooms or a different hall at any time. A person occupying a double room, whose roommate vacates, can in most circumstances expect to be assigned a new selected roommate in order to maintain maximum double occupancy. Any person occupying a double room who refuses a selected roommate is subject to pay twice the normal double room rent. The Student may request a room change using the Room Transfer Request form (*via eRezLife*) but it is conditional on availability and is at the sole discretion of the University. If granted a room change, an administrative fee will apply and additional fees associated with the room change may apply. Room Transfer Requests are not processed until after the initial add/drop date of the academic term.

13. **Condition of Licensed Premises:** The Student must maintain ordinary cleanliness and take proper care of the premises. The Student is responsible for repair/replacement costs arising from negligent or willful misconduct by themselves or their guests (minimum \$50). Complete and submit the Room Condition Report (*via eRezLife*) within 7 days of arrival; if not submitted, the University's baseline inspection record will apply. Do not use nails, screws, pins, decals, transfer pictures, or other adhesive materials on walls.

14. **Technical/Maintenance Issues and Damages:** All Students must report hazards and maintenance issues immediately (e.g., spills, leaks, electrical issues, pests). If issues arise after work in your room/unit, notify the University within 48 hours. Except for normal wear and tear, the Student is financially responsible (when the Student or guests are at fault) for loss, damage, or repair to the licensed premises, contents, and common areas. Where the cause of common area loss or frequent contamination cannot be attributed to specific residents, costs may be shared among affected residents. Before collective billing, residents may provide information identifying responsible parties. An administrative fee (minimum \$25) may apply for frequent avoidable contamination.

Students witnessing maintenance issues and damages must cooperate during investigations.

15. **Furniture, Appliances, Equipment of Licensed Premises:** The Student acknowledges that tampering with or the misuse of fire alarm systems or fire safety equipment is an offence under the Criminal Code of Canada, and offenders will be prosecuted.

Each resident is provided with a desk, bookshelf, dresser, night table, bed, mattress, and chair. Blankets, bed linens, and pillowcases are available upon request. Furniture must not be removed from the room without the prior written permission of the University. Any furniture not present in the room at the end of the resident's occupancy will be deemed missing, and the replacement value of the item(s) will be charged to the resident's account.

Due to fire and health restrictions, certain items—such as upholstered furniture and mattresses that are not the property of Brandon University—are prohibited in the licensed premises. The Student may not bring such items into residence without the University's permission.

All hotplates and cooking devices that use open coils, open flames, gas fuel, or are intended for deep-frying are strictly prohibited. All permitted cooking appliances must include an automatic shut-off function. Only one cooking appliance may be plugged in at any given time.

Cooking appliances such as rice cookers, slow cookers, and air fryers are not permitted.

Approved appliances for use in the licensed premises are limited to:

- CSA-approved microwave
- CSA-approved toaster
- CSA-approved kettle
- CSA-approved Keurig-style coffee maker
- CSA-approved mini-fridge (maximum 4.0 cubic feet)
- CSA-approved blender

The Student further agrees that any furniture or appliance not authorized for residence use and found on the licensed premises may be confiscated by the University until the end of the housing contract. The Student understands that cooking with prohibited appliances is strictly forbidden and may result in disciplinary action at the University's discretion.

16. **Keys and Building Access:** For the safety of all members of the Residence Community, access to residence buildings is controlled. Each person authorized to be in residence receives keys and/or access cards which provide access to the main entrance door and their individual room. These items remain the property of the University; they cannot be duplicated and must be returned upon request. Students who move out of the licensed premises can request a new access card without residence building access at no additional cost. Students are responsible for keeping keys, key cards and fobs safe and secure. Students are not permitted to change the lock to their room or add locks, latches, or keyed devices that may prevent access to the room. **Students must report lost keys and/or access cards to the Residence Office immediately.** Students are financially responsible for the replacement set of keys and/or access cards.
17. **Personal Belongings:** The University is not responsible for loss of or damage to personal property and does not provide storage or shipping after withdrawal or termination. Students are strongly encouraged to maintain tenants or personal property insurance.
18. **Right of Entry:** The University and authorized personnel may enter the licensed premises:
(a) without prior notice in emergencies or where there are reasonable grounds to believe an immediate

risk to health, safety, or property exists;

(b) with at least 24 hours' notice for inspections (including routine inspections), maintenance and repairs, or to enforce Residence policies; or

(c) as required by law.

19. **Flame/Combustion and Smoking Policy:** Residence buildings are flame free and smoke free (including vaping and cannabis). Students are to abide by Brandon University's Use or Consumption of Tobacco, Cannabis, and E-Materials Policy (<https://www.brandonu.ca/governors/board-policies/>). Candles and incense are prohibited. See the Residence Handbook (<https://www.brandonu.ca/residence/resources/>) for enforcement details.

As per Brandon University's Guidelines for Indoor Indigenous Ceremonies Policy

(<https://www.brandonu.ca/indigenous/policies-guidelines/guidelines-for-indoor-indigenous-ceremonies/>), Brandon University recognizes smudging, pipe ceremonies, and kullik burning as an integral part of Indigenous peoples' way of life. As such, they are permitted on campus. Indoor ceremonies located outside of the permanent ceremony areas, including residence buildings, are permitted, however notice must be provided.

20. **Guest Policy:** The Student understands and agrees to abide by the Guests in Residence Policy and Procedures (<https://www.brandonu.ca/residence/resources/>), which outlines the rules and regulations for positive and safe guest experience in Brandon University's residences. Guests can be registered through the Ancillary Services Office, Residence Assistant on Duty, and the Security Desk during posted business hours. The University reserves the right to limit Guest access at any time for the safety and security of the Residents.

(a) Daytime Guests (5:00 am to 11:00 pm)

- Maximum of five (5) guests per Resident allowed.
- Of five (5) guests total, maximum of three (3) guests aged zero (0) to seventeen (17) years per Resident allowed.
- Residents may request approval for additional guests under 18 (e.g., their children) by contacting the Residence Manager.
- Guests do not need to be registered and must leave before 11pm.

(b) Overnight and After Hours Guests (11:00 pm to 5:00 am)

The majority of these rules do not apply to residents visiting other buildings. The rule that does remain in effect is that a maximum of one (1) guest (including a resident from another building) per Resident is allowed after hours and overnight.

- Residents may have one (1) overnight/afterhours guest at a time.
- Resident may have an overnight/afterhours guest for no more than six (6) total nights per month.
- Overnight/afterhours guest must be aged at least sixteen (16) years.
- Overnight/afterhours guests MUST be registered.

21. **Accessibility Requests:** Students should contact Student Accessibility Services (<https://www.brandonu.ca/sas/>) as early as possible to discuss accommodations. Depending on the request, implementation may require up to 30 days. The University will work with the Student to provide reasonable accommodation consistent with available resources and community health and safety.

22. **Animals in Residence:** Only service animals (as recognized under University policy and applicable standards) and non-dangerous fish (tanks \leq 88 L) are permitted. Students must meet with Student Accessibility Services before bringing a service animal into residence so that supports and logistics can be arranged (<https://www.brandonu.ca/ama/buaccessibilitypolicies/>). The Student is responsible for the service animal's

behaviour, cleanliness, grooming, health, and waste disposal, and must keep the animal under control at all times. The University may relocate the Student if necessary to protect the health and safety of residents; additional costs may apply where the Student has not followed procedures.

23. **Release of Information:** Brandon University collects and uses personal information for residence administration, safety, and student support in accordance with applicable authority and the Freedom of Information and Protection of Privacy Act (FIPPA) and will disclose only the minimum necessary to those with a legitimate need to know. Limited personal health information may be handled under the Personal Health Information Act (PHIA) where necessary to provide or coordinate services or in emergencies. The University will not disclose information externally without the Student's consent, except in cases of imminent danger or where required or permitted by law. A Release of Information form (*via eRezLife*) is available for submission to authorize third-party disclosures.
24. **Minors Living in Residence:** Students who are under the age of 18 at the time of Check-in are required to submit a Guardian Declaration form (*via eRezLife*). Students who have guests under the age of 18 must adhere to the Guest Policy as per section 20 (Guest Policy).
25. **Residence Life Communication:** Students will automatically be added to a BU Residence team using Microsoft Teams. This online group acts as a means of communication between members of the Residence Community, including Students and Staff. The Student has the option to opt out should they not be interested in being a part of this online group.
26. **Parking:** Students who live in the licensed premises are guaranteed a space to park on Brandon University campus. Parking is an additional cost, as it is not included in residence fees.
27. **Room Preferences and Waitlists:** Residence applications are processed on a first come first served basis, in order of date of application and application fee payment. The Student understands that they are not guaranteed their first choice of residence room and/or hall. While the University makes every effort to accommodate preferences, each hall and room type is limited in availability and there will be times when the University cannot accommodate every request.
 - (a) Students who are assigned a room and/or hall that is not their **first choice** will be placed on a Room Preference Waitlist.
 - (b) During the pre-move in period, Students may be offered their top room and/or hall choice if it comes available. The Student understands that they have 2 business days to accept the new room offer.
 - (c) Should the Student decline the offer or not respond to the offer, they will be removed from the Room Preference Waitlist.
 - (d) After the move-in period, the Room Preference Waitlist will close, as priority will be given to those who do not have a space in residence.
 - (e) Students who would like to be added to a post-move in Room Preference Waitlist for their **first choice** of room can submit a Room Transfer Request form (*via eRezLife*), as per section 11 (Room Change/Assignment). Room transfer requests will be processed after the initial add/drop date of the academic term.

In such cases that there is limited vacancy, priority of residency will be given to Students that are registered for courses on a full-time basis, in accordance with the academic calendar of their respective post-secondary institution. In the event of no vacancy, a Room Vacancy Waitlist is created, where rooms are offered based on room type availability when they come available. Students have 2 business days to accept the room offer and, should they decline the offer or not respond, they will be removed from the Room Vacancy Waitlist.

28. **Check Out Procedure:** All Students must check out of residence at the end of the contract. Students that vacate residence without following proper procedure and/or without giving proper notice, are responsible for room and board charges up until the notice has been given and the proper check-out procedure has been followed. Students that check out before the end of the contract must formally follow the steps outlined in section 6 (Withdrawals).

29. **Over Holding:** A Student who overstays their contract end date without making prior arrangements with the University are not thereby granted new right of occupation to the Accommodation. In such cases the University may, without notice, enter and remove the Student and all other persons and property using such force and assistance as deemed reasonably necessary to retake possession of the accommodation. In such cases, the Student will be charged a fee of \$50 or the actual cost incurred by the University, whichever is greater.