Canadian College of Naturopathic Medicine

Residence Community Living Standards (RCLS)

The CCNM residence promotes a safe and reasonably peaceful environment that supports the academic success of Residents as well as their personal and social life. The standards of behaviour expected within Residence are outlined in this document. Residents and their guests are accountable for any behaviour that violates these standards. CCNM encourages residents to resolve their community living issues in a positive and productive manner.

Reports of violations of these standards will be addressed through Principals of Natural Justice and Procedural Fairness, clearly outlining the standards and processes that Residents, guests and staff are expected to follow.

CCNM's Security department will receive incident reports for all situations in Residence that create a concern for the safety and security of any Resident, guest or member of CCNM staff. In serious cases, allegations may be investigated by both the Residence and College staff and the Resident will be subject to the sanctions as set out in CCNM's policies and procedures.

If you have questions about the Residence Community Living Standards, please contact the Residence Coordinator.

SCOPE AND APPLICATION

The Residence Community Living Standards (RCLS) apply to all residents and their guests. They are in effect:

a) on CCNM property, including the entire building and grounds
b) at off-campus events organized or sponsored by Residence or recognized student leadership groups in Residence
c) when the conduct of a resident has a substantial link to the college including any behaviour observed or carried out through an online medium

AUTHORITY

The RCLS attempts to identify a range of behaviours that constitute offences. Residence reserves the right to identify and sanction conduct that may not be specifically described, but which clearly does not support the stated objectives of the RCLS.

Print Name _____ Initial _____

RESIDENT RIGHTS

Within the Residence Community, you have the right to:

a) enjoy the rights and freedoms recognized by law, subject only to the restrictions that ensure the welfare and advancement of the Residence Community, as detailed in the RCLS
b) be free from discrimination, on the basis of race, ancestry, religious beliefs, physical ability, marital status, colour, place of origin, gender, mental disability, family status, source of income, age or sexual orientation
c) enjoy an atmosphere free from unwelcome behaviour, including but not limited to, demeaning jokes or actions and/or deny individuals their dignity and respect
d) study, sleep in your room without undue interference from neighbors, hallway and lounges
e) expect reasonable cooperation from fellow Residents when sharing common areas
f) live in a clean environment, requiring equitable effort from you, your fellow residents and the college
g) have your concerns considered by Residence staff
h) have all reported offences investigated promptly

RESIDENT RESPONSIBILITIES

With your rights come corresponding expectations of behaviour within the Residence Community. As a Resident you have the responsibility to:

a) read, understand and abide by the Residence Agreement and Residence Community Living Standards
b) recognize the authority of all Residence and College staff, including Resident Advisors (RA's), acting within the scope of their position and to be responsive and cooperative in all dealings with them
c) treat all other residents with respect, consideration, courtesy and civility
d) take action associated with good citizenship, including reporting violations of Residence and College policies, and taking all reasonable measures to ensure the safety of the Residence Community
e) attempt to resolve community problems on your own prior to seeking the assistance of an RA
f) conduct yourself and contribute in a positive and productive way to the Residence Community through active participation
g) take full responsibility for the conduct of your guests, ensuring they are signed in at front desk upon arrival, accompany them at all times within the

Residence, and ensure that guests are aware of, and abide by Residence and College policies

h) ensure you secure your room, including (recommended) acquiring personal content insurance
i) permit CCNM staff entry when there is a reasonable apprehension of danger or harm, or for the purpose of inspecting the condition of the room and its contents
j) be solely liable to CCNM for any loss or damage to your room and its furnishings and fixtures, as well as residence common areas as a result of actions by you or your guest(s)
k) Cooperate and respect CCNM's right to relocate you to another room if your room is equipped with air conditioning and you do not wish to pay for the use of air conditioning
l) Show identification to CCNM staff, including RA's, when requested to do so
m) Ensure that any deliveries of cannabis are not sent to CCNM Receiving or the front desk as CCNM staff cannot sign for these products.

INTERNET SERVICE

Residence provides a high-speed Wi-Fi internet connection to all residents. The following specific items are considered misuse and may result in immediate blocking your internet connection without notice:

a) uploading, downloading or sharing of any copyrighted materials including, but not limited to, movies, music, games and software
b) setting up of any server including, but not limited to, DHCP, SQL, FTP, Web, File and IIS
c) exceeding the usage limits in place
d) scanning for any reason
e) hacking in any form
f) sharing of any material that could be deemed inappropriate or offensive
g) engaging in any activity whose purpose is to defeat any IT services related to security systems or procedures
h) concealing or disguising your true identity ("spoofing") when sending or forwarding e-mail communications

Residence reserves the right to block (without notice) any device if misuse is suspected. Misuse could ultimately result in disciplinary action.

You must ensure that your system is secure and does not pose a risk to yourself or others. Up-to-date virus protection is essential. Residence will not be held responsible for any damage to any system that is left vulnerable in any way. Residence discourages file sharing on the network.

Enabling this feature in Windows could result in loss of data or system failure depending on the security level of your machine. Developments that pertain to information technology may change from time to time, and you are expected to abide by these policies. Residents should refer to the IS Terms of use in the Academic Calendar for further guidelines and conditions. You may direct any questions to the IS Help Desk at 416-498-1255 ext. 322 or ishelpdesk@ndnet.ccnm.edu.

FIRE SAFETY

a) when notified of fire or other emergencies in the building, all Residents and their guests must immediately evacuate the building and remain outside until permission to re-enter has been granted by the fire department to CCNM staff
b) the discharging, tampering with or operating of any fire prevention or detection apparatus for any purpose other than the control of fire is strictly prohibited
c) lit candles, halogen lamps, burning of incense, storage of flammable solvents and the keeping of any explosive material are prohibited in all areas including Residents rooms
d) Residents who require the use of candles or incense for religious purposes must first contact the Residence Coordinator before using them
e) cooking food is prohibited in all Resident's bedrooms. All electrical cooking appliances (i.e., toasters, microwaves), are to be stored in designated kitchen facilities
f) Residents are not permitted to keep bicycles or large personal items in any stairwell, hallway or common area in CCNM. Bicycles are to be stored in secure exterior racks at the rear of the library, not in Resident's rooms
g) Residents must use only CSA, UL-approved or Canadian certified electrical equipment
h) the rated wattage of light fixtures must never be exceeded and only replacement lights supplied by CCNM may be used
i) Residents are prohibited from having barbeques or fires on CCNM property except for the existing barbeques in the courtyard

OFFENCES AND SANCTIONS

An offence is any unacceptable conduct, action or neglect that violates the Residence Agreement or RCLS.

Offences are described and classified based on three levels of increasing severity.

Sanctions are the consequence for the offences and are intended to be primarily educational and restorative in nature. Repeated and/or multiple violations shall increase the severity of sanctions applied. Sanctions are based on a point system where accumulated points may lead to eviction.

THE POINT SYSTEM

The point system defines the seriousness of specific offences and where a Resident is in the discipline process (i.e. how far away they are from eviction). The points assigned will depend upon the incident and/or its severity. Points remain on record for 365 days from the date of the sanction. While the point system is a guide used to manage Resident behaviour, CCNM reserves the right to evict a Resident independent of the point system if it deems the health and safety of Residents are at risk. The point system's progressive disciplinary process is summarized below:

Points Accumulated	**Stage in Disciplinary Process**
0	Verbal Warning
1 - 3	Written Warning
4 - 6	Probation
7 - 9	Eviction (upon falling into this range, eviction proceedings will be initiated)

The following behaviours are presented to help Residents understand and abide by the accepted Residence standards.

Level 1 Offence (0-2 points):

Actions that interfere with the rights of another individual(s) to the peaceful use and enjoyment of their space in Residence or elsewhere in CCNM.

a) Warnings: Verbal or written notification that continuation or repetition of the offending behaviour will result in more serious sanctions in the future
b) Loss of Privileges: A restriction on certain privileges of the Resident
c) Restitution: Payment for damages or loss experienced CCNM, Residence, Residents, Guests or others

Level 2 Offence (2-4 points):

Actions that create a significant nuisance and/or disturbance to an individual or community and/or repeated level one offences.

a) All repeated level 1 sanctions
b) Communication Ban: After an incident involving two residents, CCNM may limit the privilege of a Resident to communicate with the other Resident
c) Relocation: the reassigning of rooms to another lounge/floor
d) Residence Probation: Applied as a serious warning against future offences, usually leading to eviction if another offence occurs
e) Behaviour Contract: A signed agreement between the Resident and CCNM, to comply with established conditions of conduct, and to refrain from specified conduct, normally accompanied by Residence probation
f) Eviction: Termination of the Residence Agreement with Resident

Level 3 Offence (4-6 points):

a) All repeated level two offences
b) Actions that endanger the safety of an individual
c) Actions that significantly compromise or damage personal, or CCNM property
d) Actions that attack the dignity/integrity of an individual
e) Actions that contravene the laws of the land

Application of the Point System:

1. Advertising, Campaigning, and Selling

Residents wishing to place posters or signs of any nature must have them stamped for approval at the Residence Centre prior to posting. Residence will be guided by the Canadian Charter of Rights and Freedoms, the Ontario Human Rights Code and the Accessibility of Ontarians with Disabilities Act.

Level 1 (1 – 2 points)	a) Posters not in observance of Canadian law and the principles supporting those rules, and Residence policies (including the promoting of alcohol, illegal substances, pornography or other inappropriate activities or messages) b) Unauthorized advertising, soliciting, promoting, or selling of products, events and services in residence
Level 2 (2 – 4 points)	c) Operating a business out of your residence room.

2. Alcohol and Cannabis

Level 1 (1 – 2 points)	a) Open alcohol, where prohibited. Alcohol may only be consumed in individual residence rooms or designated residence lounges b) Possession or drinking paraphernalia or large volume alcohol containers that encourages swift or high volume consumption of alcohol. Kegs, mini kegs, funnels and beer bongs and other similar devices are prohibited
Level 3 (4 – 6 points)	c) Drinking games or promotion of a social function which has the consumption of alcohol as its central focus or purpose d) Imposing the physical effects of intoxication on the Residence Community (vomiting, passing out, aggressive/disruptive behaviour, or needing medical assistance) e) Making or selling alcohol or growing or selling cannabis in Residence f) Cannabis consumption (in any form) is not permitted in Residence rooms, lounges, common areas or anywhere within the CCNM buildings or on its grounds

3. Cleanliness

Level 1 (1 – 2 points)	a) Littering b) Failure to keep your room and lounge in a clean and sanitary condition c) Improper disposal of refuse d) Collection of empty containers, bottles or cans, judged by Residence staff, for sanitary reasons, to be beyond recycling purposes

4. Damages and Vandalism

Level 2 (2 – 4 points)	a) Marking any surface through action or neglect, that is not deemed normal wear and tear b) Actions or neglect that leads to or has the potential to lead to damaging, offensive, or harmful problems in Residence, including water damage, odours, and insect/rodent infestation c) Failure to keep furniture, fixtures and appliances in a good repair
Level 3 (4– 6 points)	d) Behaviour that causes, or has the potential to cause significant damage through action, carelessness or negligence e) Willful damage, vandalism, graffiti or neglect that leads to serious damage to CCNM or private property

5. Disruptive Behaviour

Level 1 (1 – 2 points)	a) Throwing, dropping or knocking objects from the residence building b) Throwing snowballs or other objects at CCNM buildings or equipment c) Participating in physically active activities, games or sports inside Residence which could disturb Residents, staff or the surrounding community or cause damage to facilities or personal injuries
Level 2 (2 – 4 points)	d) Creating or permitting behaviour in Residence which is a nuisance or annoyance to Residents, staff or the surrounding community

6. Facilities and Furniture

Level 1 (1 – 2 points)	a) Removal of furniture, appliances, window screens or other fixtures from residence rooms and placing them elsewhere
Level 2 (2 – 4 points)	b) Alteration or renovation or rooms, furniture, or equipment c) Installation of unauthorized furnishings, equipment or devices

7. Visitors

1. Residents must sign in their guests at the front desk before they enter Residence
2. A guest is any non-resident of the Residence. Anyone who is invited to, accompanied on, accepted or admitted to the residence property is deemed to be the guest of that Resident
3. A guest (and also a resident) must be at least 19 years of age
5. A resident may sign in no more than two guests (non-overnight) at a time
6. While each guest is in the Residence, the Resident must remain in the company of the guest at all times until the guest is signed out
7. A Resident may have no more than one overnight guest at any one time. The maximum stay of an overnight guest is three (3) days. A resident may have no more than five (5) over- nights per month
8. No overnight guests will be granted access to Residence after 11:00p.m.
9. Residents are responsible for their guests' behaviour, whether they participated in, condoned, or were aware of that guest's behaviour or not. Failure to be present does not mitigate or relieve the Resident's responsibility for their guest's behaviour. Sanctions for the Resident will be based on the offences committed by the guest.

10 Residents must not loan or give anyone their FOB/ID card

Level 1 (1 – 2 points)	a) Failure to sign-in guests at the front desk b) Failure of the resident to be with their guest at all times in Residence
Level 2 (2 – 4 points)	c) Allowing someone to stay in a room without notification/approval from Residence d) Knowingly allowing access to an evicted Resident through bypassing the front desk sign in requirement e) Loaning, duplicating or giving anyone their FOB/ID card

8. Harassment and Discrimination

Harassment is defined as any unwelcome, unwanted, offensive, or intimidating attention or conduct (oral, written, graphic, electronic or physical) by an individual or group that is directed at and offensive to another individual, and that the individual knew or ought reasonably to have known would cause offence or harm.

Every individual has the right to a safe, respectful environment that is free from attacks on their dignity/integrity.

Level 2 (2 – 4 points)	a) Failure to abide by Residence policies and procedures, including the Residence Agreement, and Community Living Standards.

9. Illegal Substances

Any observations about the behaviour, speech, odour or physical surroundings of an individual that cause suspicion of illegal activity will be investigated and/or reported.

Level 1 (1 – 2 points)	a) Possession of paraphernalia associated with the use of illegal substances
Level 3 (4 – 6 points)	b) Possessing, using, making, selling or being under the influence of an illegal substance in Residence **c)** Behaviours or activities contravening the laws of the land (i.e. gambling)

10. Noise and Quiet Hours

Noise levels at any time should not detract from any Residents' ability to pursue academic endeavours or to enjoy a reasonable peaceful living environment. An individual's right to reasonable quiet supersedes another's right to make noise.

Quiet hours are a time when residents would normally be expected to be sleeping or studying for mid-term or final exams. During quiet hours, any noise originating from your room that is clearly audible outside, including hallways and common areas will be addressed. As well, any noise originating from lounges, kitchens or hallways that is clearly audible in resident rooms, will also be addressed.

Regular Quiet Hours:

Sundays to Thursdays	11:00 pm to 7:30 am
Fridays to Saturdays	Midnight to 8:00 am

Examination Quiet Hours:

Begin at 11:00 pm on the Friday evening before the final examination period and extend to the conclusion of the exam period. Notification will be posted throughout Residence of the dates and duration of exam periods. Quiet hours will extend through the entire day and night, with the exception of two 2 hour meal breaks from 12p.m. to 2p.m. and 6p.m. to 8p.m.

Level 1 (1 – 2 points)	a) Non-compliance with Quiet Hours
Level 2 (2 – 4 points)	b) Non-compliance with Exam Quiet Hours c) Excessive noise that interferes with the academic work of residents and/or significantly disturbs the residence community

11. Pets

Level 2 (2 – 4 points)	With the exception of Service animals, you are prohibited from keeping pets/animals of any kind in your room or in common areas

12. Respect and Cooperation

Level 2 (2 – 4 points)	a) Failure to respond to the written or verbal directions of CCNM staff b) Demonstrated lack of respect, civility, courtesy, or cooperation with a member of the Residence community, including residents, visitors, and staff. This includes inappropriate and/or offensive language c) Failure to comply with the request by CCNM staff to show identification d) Providing a false report of an incident

13. Restricted Areas and Unauthorized Entry

Level 3 (4 – 6 points)	a) Unauthorized entry into restricted areas in the College, including rooftops, utility rooms, and offices b) Entry into another residents room without their consent

14. Safety, Security and Fire Prevention

Level 1 (1 – 2 points)	a) Unauthorized propping open a fire door b) Improper use of an emergency exit
Level 2 (2 – 4 points)	c) Possession or use of candles, incense, lava lamps, cooking devices, deep fryers and the like are prohibited d) Covering, removing or in any way interfering with the operation of smoke detectors e) Blocking hallways, stairwells, exits and access to fire safety equipment f) Permitting entry of any unfamiliar individual into residence, either by opening a door or providing access via elevator fob swipe; giving your fob to another person g) Leaving food and other items unattended while cooking on the stove h) Overloading or tampering with electrical systems i) Tampering with video surveillance systems
Level 3 (4 – 6 points)	j) Possession or use of explosive materials (i.e. fireworks, propane tanks). k) Discharging, tampering with or operating any fire prevention or detection equipment for any purpose other than the control of a fire l) Failure to evacuate during an alarm m) Careless driving on CCNM grounds n) Actions, carelessness or neglect that causes an elevator to stall and/or require repair

15. Smoking

CCNM is a smoke free environment. No smoking is permitted within all buildings, on all balconies and anywhere on CCNM grounds. Smoking includes tobacco products, e-cigarettes and cannabis.

Level 2 (2 – 4 points)	a) Smoking (tobacco or cannabis) or e-cigarettes in residence b) Smoking or e-cigarettes anywhere in the College or on College grounds. All property associated with the College is smoke free

16. Technology Misuse

Level 2 (2 – 4 points)	a) Failure to abide by the CCNM Internet use policies.
Level 3 (4 – 6 points)	b) Interference with the technology of CCNM or another resident c) Copyright infringement (i.e. illegally downloading music, movies or other media using the Residence internet connection)

17. Unauthorized Activities

All organized events, activities or gatherings that have the potential to cause a disturbance, or involve alcohol must be approved by the Residence Coordinator to ensure compliance with liquor, fire safety, noise and other CCNM policies. Maximum capacity per residence room at any time is the resident plus two guests (which includes other residents)

Level 2 (2 – 4 points)	a) Any gathering over the maximum capacity of the residence room b) Any organized event, activity or gathering that has not gained the approval of the Residence Coordinator

18. Unauthorized Articles and Theft

Only refrigeration appliances supplied with the room are to be used. Irons and electric kettles protected by an automatic “shut-off” may be used (providing they bear a visible CSA or UL identification tag)

Level 1 (1 – 2 points)	a) Possession of equipment, appliances or furniture not authorized by Residence
Level 3 (4 – 6 points)	b) Theft or possession of stolen property

19. Violence and Aggression

In violent or potentially violent situations residents are strongly encouraged to go to a safe place or vacate the immediate area and call security for assistance

Level 3 (4 – 6 points)	a) Any communication or behaviour that is perceived as offensive, abusive, aggressive or threatening. b) Any physical aggression or violent behaviour (consensual or not) that causes or has the potential to cause physical or emotional harm. These behaviours include, but are not limited to, hitting punching, kicking, pushing, pulling, stalking, fighting, retaliation, and threats of violence.

20. Weapons

A weapon is defined as any device that is designed (or could be used for) the purpose to intimidate, threaten, harm or kill

Level 3 (4 – 6 points)	a) Possession, storage, use or threatened use of a weapon.

Judicial Procedures

The principals of Natural Justice and Procedural Fairness must prevail in order to uphold the principal that justice must not only be done, but be seen to be done. The principals are:

a) The Resident has the right to be informed of the allegation(s) of offence(s)
b) The Resident has the right to an opportunity to respond to allegation(s) of offence(s) at a meeting with CCNM staff and is also entitled to a reasonable notice of the time, place and nature of the meeting
c) The Resident is presumed not to be guilty of the alleged offence(s) until an impartial and unbiased Decision Maker has determined the offence(s)
d) The Resident is entitled to reasonable disclosure of evidence of the Incident Report prior to a decision
e) At meetings to discuss Level 3 offences, the Resident is entitled to call a reasonable number of witnesses to the meeting to discuss the alleged offence(s). This must be arranged with the Decision Maker prior to the meeting
f) The Resident is entitled to be advised in writing of the decision about alleged offence(s) and any sanctions applied. The decision and communication to the Resident should be made within a reasonable amount of time

Standard of Proof
The information necessary to prove that an offence has occurred is referred to as the standard of proof. The model used at CCNM is called the balance of probabilities. The standard of proof has been met if, at the conclusion of an investigation based on credible information, CCNM believes the incident reported probably occurred. This means that the information provided in the Incident Report and in the judicial meeting demonstrated that the violation is more likely than not to have occurred.

Eviction from Residence
If a student is evicted from Residence, he/she will be required to vacate Residence by the date determined by CCNM. Any belongings left behind will be deemed as abandoned and disposed of. If a student is evicted, the deposit will be automatically forfeited. Depending on the nature of the violation resulting in the eviction, CCNM reserves the right to add additional sanctions.

Incident Reports and Judicial Meetings
CCNM will record the higher severity actions or negligence believed to be offences of the RCLS in an Incident Report. All CCNM incident reports concerning Residence are sent to the Residence Coordinator within 72 hours of the incident. The Resident Coordinator will arrange a meeting for the Resident within one week of having received the Incident Report.

The purpose of the Judicial meeting between the Resident and CCNM is to investigate allegations of offences detailed in the incident report. This is the opportunity for the Resident to explain their behaviour to CCNM. While these meetings must comply with the Principals of Natural Justice and Procedural Fairness, they may result in formal sanctions. At the conclusion of the meeting, CCNM will advise the Resident in writing, within 7 days of the meeting, outlining decisions about the alleged offences, sanctions and any related deadlines.

If the Resident fails to attend the Judicial Meeting, CCNM may choose to proceed and make the decision based upon all evidence available.

Communication between CCNM and Residents
CCNM will endeavour to communicate with Residents to discuss Incident Reports and complete the Judicial Process via several methods as shown below:

a) voice mail on the phone number provided to Residence by the Resident
b) email to the email account provided by the Resident
c) a letter placed in the Resident mailbox or under the Resident door, or
d) in person

Attempts to contact the Resident are deemed to be sufficient when any two of the above methods have been used by CCNM.

<table>
<tr><th colspan="3">CCNM RESIDENCE JUDICIAL PROCESS</th></tr>
<tr><td colspan="3">Incident Report Submitted
↓</td></tr>
<tr><td colspan="2">Alleged Level 1 and 2 Offences
Residents meet with the Residence Coordinator to review the Incident Report
↓</td><td>Alleged Level 3 Offences
Residents meet with the Director Facilities and Procurement to review the Incident Report</td></tr>
<tr><td>Decision Letter
The Resident Coordinator communicates decisions about allegations offences and sanctions to the Resident in writing</td><td>Incident Referred to Director Facilities and Procurement.
In situations where repeat offenders have reached or close to maximum, allowable points, the Incident Report will be forwarded →</td><td>Decision Letter

The Director Facilities and Procurement communicates the decision about allegations, offences, and sanctions to the Resident in writing</td></tr>
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Residence Emergencies

Although Judicial Procedures are intended to apply to most situations related to behaviour, there are conditions that warrant a heightened level of concern for safety, security, health and wellbeing. In consultation with the CCNM, the Resident Coordinator is granted extraordinary authority to respond to Residence emergencies.

Residence Emergency Definition

In consultation with CCNM, the Resident Coordinator is authorized to determine if a Residence Emergency conditions exist, which is defined by any one of the following:

a) evidence that a resident, guest or staff have been harmed, or appears to be in danger of harm
b) evidence that a Resident, guest or staff has harmed or poses a threat to harm another
c) evidence that a Resident, guest or staff has inflicted self-harm or appears to be in danger of doing so

Residence Emergency Procedures

In consultation with CCNM, the Resident Coordinator is authorized to:

a) suspend other rules in order to affect a swift response to a Residence Emergency
b) immediately turn the matter over to appropriate authorities
c) immediately relocate a Resident involved either to another room in Residence or off-site pending the establishment of a meeting time
d) determine sanctions at Levels 1, 2, and 3 following a meeting with the Resident

Appeal Procedures

The principals of Natural Justice and Procedural Fairness must prevail in Appeal Procedures in order to ensure to uphold the principal that justice must not only be done, but be seen to be done

a) Any resident found in violation of the RCLS is entitled to submit an appeal
b) A resident has 72 hours from the date they receive their decision letter to start the appeal process

Depending on the original decision rendered, the appeal process proceeds in one of three ways.

If the Decision Letter is from the Resident Coordinator (or designate) for level 1 or 2 Offences:

1. The first stage is the informal appeal, where the Resident contacts the Decision Maker in writing to appeal the decision. The Resident may present new information and/or alternate sanctions for the Decision Maker to consider. The Decision Maker may alter the decision and/or sanctions.
2. If the Resident determines the outcome of the informal appeal is not satisfactory and they have grounds for a formal appeal, they may complete the Formal Appeal Request Form and submit it to the Director Facilities and Procurement within 72 hours of receiving the decision from the informal appeal hearing.
3. The Resident requesting a formal appeal must demonstrate in their appeal request that they have grounds for a formal appeal, which includes providing evidence of one of the following:
    i. **Bias:** Alleged and reasonable apprehension of bias of the Decision Maker who imposed the sanction(s)
    ii. **Procedural Fairness:** Alleged substantive failure by the Decision Maker to comply with the Principals of Natural Justice and Procedural Fairness, which may have affected the outcome
    iii. **New Information:** Substantive new evidence which could not have been made available to the Decision Maker when making the decision
4. Upon receipt of the formal appeal, the Director Facilities and Procurement (or designate) will render a decision within five (5) business days on whether to: a) deny the appeal; or b) grant the appeal. If the Director Facilities and Procurement chooses to grant the appeal, it

will be held within five days of the decision to grant the appeal. After the meeting has concluded, the Resident will be notified of the decision within five (5) business days of the meeting.

5. The Director Facilities and Procurement after hearing the appeal may:
    i. uphold the findings and/or sanctions
    ii. reverse the findings
    iii. reverse or modify the sanctions
    iv. determine that there was a procedural error and ask the original Decision Maker to rehear the case
6. During a formal appeal, all sanctions remain valid until they are reversed or modified by the results of the appeal hearing. All decisions made in a formal appeal hearing are final and not subject to further appeals.

If the Decision Letter is from the Director Facilities and Procurement (or designate) for Level 3 Offences

1. The first stage is the informal appeal, where the Resident contacts the Decision Maker in writing to appeal the decision. The Resident may present new information and/or alternate sanctions for the Decision Maker to consider. The Decision Maker may alter the decision and/or sanctions
2. If the Resident determines outcomes of the informal appeal are not satisfactory and they have grounds for a formal appeal, they may complete the Formal Appeal Request Form and submit it to the Chief Financial Officer within 72 hours of receiving the verbal decision from the informal appeal hearing
3. The Resident requesting a formal appeal must demonstrate in their appeal request that they have grounds for a formal appeal, which includes providing evidence of one of the following items:
    i. Bias: Alleged and reasonable apprehension of bias of the Decision Maker who imposed the sanction(s)
    ii. Procedural Fairness: Alleged substantive failure by the Decision Maker to comply with the Principals of Natural Justice and Procedural Fairness, which may have affected the outcome
    iii. New Information: Substantive new evidence which could not have been made available to the Decision Maker when making the decision
4. Upon receipt of the formal appeal, the Chief Financial Officer will render a decision within five (5) business days on whether to: a) deny the appeal; or b) grant the appeal. If the Chief Financial Officer chooses to grant the appeal, it will be held within five days of the decision to grant the appeal. After the meeting has concluded, the Resident will be notified of the decision within five (5) business days of the meeting

5. The Chief Financial Officer may, after hearing the appeal:
    i. uphold the findings and/or sanctions
    ii. reverse the findings
    iii. reverse or modify the sanctions
    iv. determine that there was a procedural error and ask the original decision maker to rehear the case
6. During a formal appeal, all sanctions remain valid until they are reversed or modified by the results of the appeal hearing. All decisions made in a formal appeal hearing are final and not subject to further appeals.