

# RESIDENTIAL RULES 2017

## FLATS & APARTMENTS



These rules are based on many years of experience in managing student residences. They are designed to ensure that the community life in the residence is maintained and that an environment exists that is conducive for everyone to study, to sleep and to have positive social experiences. The underlying principle is consideration for others, particularly with regard to noise levels.

The Residential Rules form a part of your Residential Agreement. These rules apply to 55 Symonds, Carlton Gore Student Flats, Carlaw Park Student Village, Goldie Homestead, Grafton Student Flats, Park Road Student Flats, Parnell Student Village, The Royal, The Villa, and UniLodge (ANZAC/Beach). By signing the residential agreement, you agree to abide by these rules.

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### 1. DISCIPLINARY AUTHORITY, FINES AND LEVIES

The rules are formulated with a view to the safety and welfare of residents, consideration for the needs of others, and the protection of property.

The rules are intended to benefit all residents. However, the expectations from you as outlined in the rules should not be seen as an exhaustive list. In becoming a resident, you become a member of the residential community and accept the responsibilities and obligations of being a good neighbour and citizen, whether or not they are detailed in the rules.

If you fail to comply with these rules and any updated or variation of them which is notified by management at your residence, it will constitute a failure by you to comply with the provisions of your Residential Agreement and may lead to disciplinary action against you, including termination of your right to reside in the residence.

You must at all times comply with these residential rules, the Policies of the University of Auckland and all New Zealand law. This includes additional rules and regulations implemented by the Area Manager and the members of the accommodation management team and/or any duly authorised agent of the University.

The Area Manager or their designated authority has the power to take disciplinary action as outlined in the University Statutes (refer: University Statutes / Statute for Student Discipline, clause 3(g)).

#### DISCIPLINARY FINES

- The Area Managers, or other senior staff of Accommodation, have authority to impose disciplinary fines on you.
- The Area Manager can impose fines of up to \$1000 on you if you breach the rules.
- You are expected to pay on receiving the notification of the fine, unless you make some other arrangement with the Area Manager.

You can appeal to the Associate Director (Accommodation) for Campus Life if you believe that you have been unfairly treated or the process has not been followed. Address all appeals to the Associate Director (Accommodation) for Campus Life

Email: [mw.rengers@auckland.ac.nz](mailto:mw.rengers@auckland.ac.nz)

#### LEVIES

- You are responsible for your own actions, and you have a collective responsibility to the residential community.
- Levies can be imposed on each resident for costs incurred to repair damages/losses that cannot be attributed to a resident or group of residents, with the cost of repair or replacements attributed equally to those residents on a floor or the residence as a whole. Such levies cover the replacement of stolen or lost property and repairs to items such as broken windows and damaged furniture.

It is, therefore, in your own interest to discourage and to report any actions that might lead to cost recovery levies being imposed.

#### RIGHT OF ENTRY

The Area Manager, delegated staff or other duly authorised persons (including contractors) may enter your room at any time for any of the following reasons:

- If there is an emergency or there is reason to believe somebody is in clear or imminent danger.
- If there has been a breach of the rules by you or a guest.
- If there is external requirement for maintenance on the facilities.
- To perform maintenance in response to a request from you.

- For the purposes of routine inspection at all reasonable hours of the day.

Where possible, you will be given at least 24 hours notice of any inspection. There may be instances where it is not possible to give notice.

## 2. BEHAVIOURAL RULES

### GENERAL BEHAVIOURAL RULES

- You are expected to respect the rights of others in the hall community and to act in a supportive, responsible manner.
- In line with this expectation, you must not act in an insulting or threatening manner towards any resident or staff member.
- You may not enter another resident's room without their expressed permission.
- If you are party to any offence under these rules committed by another resident or guest, you are liable to be charged with the same offence and be subject to the same disciplinary proceedings. [Note: In this clause 'party' includes any resident who in any way aids, assists, counsels, procures or encourages another to commit an offence under these rules.]
- Any action by you or your guests, which may threaten the safety and wellbeing of residents, their guests, staff members, and/or the property, may result in the termination of your residency.

### BULLYING AND HARASSMENT

Bullying is any repeated unreasonable behaviour, in any environment, that is directed towards a person, or group of people, which creates a risk to their mental or physical health and safety. This includes cyber bullying

Harassment is unwelcome conduct that is offensive, humiliating or intimidating to any other person and is either repeated, or of such significant nature that it has a detrimental effect on the person, their performance or their work and study environment. It includes racial and sexual harassment.

Bullying and harassment have no place within a residential community.

- You may not behave towards other residents in any way that may constitute harassment or bullying.
- Any serious incidents of harassment or bullying may lead to the immediate termination of your residency.

Harassing behaviour may take the following forms (but is not limited to):

- Offensive jokes
- Expressing stereotypes (assumptions about an individual's behaviour/values, identity or perceived identity or culture based on a group they belong to) in an offensive or insensitive manner
- Derogatory or offensive material sent through the mail, email, by mobile phone text or published on a social media website
- Unwanted physical contact
- Intimidation

- Abuse
- Assault

If you believe that you are being bullied or harassed, seek support immediately from one of the accommodation management team.

The accommodation management team is available 24 hours a day for all student emergencies.

You also have access to the following support services:

University Health and Counselling Service:

Phone: 09 373 7599 ext. 87681/87682

University Proctor:

Phone: 09 923 7005

Email: [proctor@auckland.ac.nz](mailto:proctor@auckland.ac.nz)

Refer To: <https://www.auckland.ac.nz/en/about/the-university/how-university-works/policy-and-administration/human-resources/employer-and-employee-responsibilities/prevention-of-bullying--harassment-and-discrimination-policy-and.html>

### SOCIAL MEDIA GUIDELINES

- The University rules for acceptable IT use and social media apply to all residents.

Refer to: <https://www.auckland.ac.nz/en/about/the-university/how-university-works/policy-and-administration/computing/use/it-acceptable-use-policy.html>

### NOISE

Out of consideration to your fellow residents, you may not make excessive or disruptive noise at any time.

- You must exercise extra restraint between 10.00pm and 7.00am when most other residents are likely to be sleeping. This includes weekends and public holidays.
- You are expected to take some responsibility for the noise around you, by asking others to be quiet when they are being unreasonably noisy or unintentionally disruptive.
- You must lower your noise level when asked to by other residents
- If you experience problems with the volume of noise that you cannot solve, contact a member of the accommodation management team.
- You are expected to be considerate of residents in the immediate neighbourhood of your residence. This means not causing any unnecessary disturbance or annoyance.
- Upon completing end of semester exams, you must show consideration to other residents who are still studying for exams.
- Any breach of noise curfews during examination periods will be viewed seriously and you will face disciplinary action, which may result in a fine and termination of your residency.

### PARTIES

- You must obtain the prior permission of the Area Manager or his/her delegated authority to hold a party in your studio, flat or any other area of the residence. [Note: A party in this

context is defined as an event that has ten or more invited guests and that includes alcohol and/or the potential of high volume noise.]

- Any member of the accommodation management team can close down an unauthorised party.
- Parties will not be approved during exam and study time

#### OBSTRUCTION

- You and/or your guests are not permitted to obstruct any accommodation management staff or authorised trades people in the performance of their duties.
- You must comply with any reasonable direction given by a person holding such authority on the residence premises.

### 3. ALCOHOL, DRUGS AND SMOKING

#### ALCOHOL

The University of Auckland's Accommodation respects the rights of individuals to consume alcohol in a legal and responsible manner. The University's rules and guidelines concerning alcohol use are intended to promote personal responsibility in regards to an individual's decisions concerning alcohol use or abstinence. It is expected that these decisions will be based on personal values and social responsibility, conform to the laws of New Zealand and support the health and welfare of oneself and others.

Anyone who chooses to consume alcohol will be held fully responsible for his/her behaviour while under the influence of alcohol. If you are in breach of the alcohol rules/guidelines or if the accommodation management team have concerns about your use of alcohol, they will intervene and set behaviour expectations for you.

Failure to comply with the specifics and spirit of the alcohol guidelines can result in terminating your Residential Agreement.

#### Responsible Use of Alcohol includes:

- Compliance with statutes regarding alcohol use, possession, and distribution;
- Making informed decisions about whether and/or when to use alcohol;
- Knowing your alcohol tolerance limits and not exceeding them;
- Behaving in a way that is not disruptive or otherwise harmful to you or others when you are consuming alcohol;
- Assuming accountability for your actions while under the influence of alcohol;
- Avoiding binge drinking. The alcohol Advisory Council of New Zealand has defined binge drinking as:
  - For women, drinking four or more standard\* alcohol drinks per drinking occasion, for men, drinking six or more standard\* alcohol drinks per drinking occasion.
  - \* The definition of one standard drink is 10 grams of alcohol. If you drink a 330 ml can of beer or a 100 ml glass of table wine or a 30 ml glass of straight spirits, you are drinking approximately 10 grams of alcohol, depending on the alcohol percentage.

- Not coercing or forcing anyone of any age to consume alcohol;
- Refraining from engaging or participating in drinking games.

The Health Promotion Agency (<http://www.alcohol.org.nz/>) offers information and guidelines for responsible drinking. They also have a number of online self-assessment tools relating to alcohol consumption.

#### Specific rules for flats and apartment consistent with responsible use of alcohol:

- You and your guests are expected to use alcohol in a responsible manner at all times when on University property
- You and or/your guests may keep and consume a moderate amount of alcohol in the privacy of your own studio, flat or apartment bedroom and lounge, as long as you or any guests are over 18.
- In Carlton Pines and Park Road Student Flats where there is a shared common kitchen and dining area, you are permitted to responsibly consume alcohol in the communal kitchen/dining room as part of your dinner meal while preparing or eating dinner. You may not consume alcohol in any other common area – including balconies, lifts, corridors, and all other communal living areas, or within the grounds of the property - unless there is a special event organised with the written permission of the Area Manager or his/her delegated authority.
- Boxes, kegs, any home-brewing apparatus and drinking paraphernalia are not consistent with the requirement of a moderate amount of alcohol and are not permitted.
- You may not consume alcohol or have open containers of alcohol on the grounds (outside your studio, flat or apartment) unless there is a special event organised with the written permission of the Area\Resident Manager.
- If you are in breach of the rules relating to alcohol, or the accommodation management team have concerns about your use of alcohol, they will intervene and set behaviour expectations for you.
- If you breach these rules your residency is subject to review, with the possibility of terminating your Residential Agreement.
- Alcohol- free periods could be in force in the residence leading up to and during examinations at the end of each semester. During this time, you may not be in possession of, or consume, alcohol in any part of the residence. This will be at the discretion of the Area Manager.

#### DRUGS

- Non-prescribed or illegal drugs are strictly forbidden in the residence. This includes marijuana, which is an illegal substance in New Zealand.
- You may not possess, cultivate, manufacture, use and/or distribute any non-prescribed or illegal drugs. You may not distribute prescribed drugs.

- If you are discovered possessing, using or selling such substances you may be evicted within 24 hours and may face criminal prosecution.

In such cases, you will still remain liable for all fees for the term of the Residential Agreement.

## SMOKING

The University of Auckland is a smoke free campus

- You may not smoke anywhere within the residence or grounds of the residence, this includes e-cigarettes. Smoking is not permitted in any building or grounds controlled by The University of Auckland. The residences are required to comply with the smoking policy of the University.
- This rule applies to visitors as well as all residents.
- If your bedroom or the flat has been contaminated or soiled by smoking, you will be charged in addition to other possible penalties, for the commercial cleaning of all furnishings such as the bed, bedding, linen, curtains, carpet, and any furniture fabric.

## 4. PROPERTY AND BUILDING

### DAMAGE

- You are responsible for your room and its contents.
- All flatmates will be liable for any cleaning, repair or replacement costs for the common areas of the flat.
- You will be held responsible for any behaviour that results in the need for replacement, repair or cleaning of your room or common facilities in the residence.
- You are expected to pay for all costs incurred in cleaning, repairing or repainting your room if you have not maintained it to the standards set or to the condition of the room on arrival, fair wear and tear excepted.
- Please report any accidental damage. If you admit to causing any accidental damage, we will endeavour to keep any remedial costs to a minimum. However, if no-one reports damage or takes responsibility for any damage, individuals, floors or even all residents will be held liable for extra charges.
- You are responsible for the behaviour of your guests while on the premises. Damages caused by your guest(s) will be charged to you accordingly.
- You are not permitted to replace or make your own repairs to equipment, fittings or furniture provided in your residence. You must make arrangements with your accommodation management for any repairs.
- You may not damage walls with adhesives or similar products.
- You cannot take any furniture or plants from any common area into your bedroom.
- Please keep your feet off all tables and do not sit on tables. These actions are culturally offensive in New Zealand.

### PETS

- You may not keep a pet in your room or anywhere else on the residential premises including outside.

## FURNISHINGS

- You may not bring your own additional furniture or appliances into the residence or substitute any of the furnishings without the express permission of the Area Manager or his/her delegated authority.

## RUBBISH AND RECYCLING:

The University is committed to maximising recycling. Please recycle to the fullest degree.

- You are responsible for disposal of recycling and rubbish from your room and shared common area.
- You must dispose of rubbish hygienically and tidily in the designated area.
- You must not leave rubbish or recycling material in the common area.

## CAR PARKS

- There are limited car parks at some of the properties and explicit prior permission to use these must be obtained.
- There is a charge for car parks.
- Unauthorized cars may be towed away at any time and there shall be no right of redress against the University, body corporate or the property owner if this occurs.

## STORAGE

- All of your possessions must be removed from the residence at the completion of the term of your residency.

## EXCESSIVE ENERGY USE

Utilities including energy for living, heating and lighting are provided as part of your accommodation fee. The quantity allocated assumes your reasonable use through the year. You may be charged for any excessive energy use over and above the reasonable allocation provided for your room. Excessive use will be determined by the accommodation management based on actual usage.

## 5. SAFETY AND SECURITY

### SAFETY RULES

- You must behave in an appropriate manner and ensure your actions do not put yourself or others at risk.
- You may not have or store firearms or other weapons within the property. They are strictly forbidden at all times.
- You cannot burn anything in your room or flat. In particular, you are not allowed to burn/light incense, oil or candles.
- You may not under any circumstances move your bed or any piece of furniture or other item against a heater, as this could cause a fire.
- You cannot interfere with fire door stays or keep fire doors open in any way.

- You may not have or use fireworks in and around the residence. Fireworks are strictly forbidden at all times.
- You may under no circumstances whatsoever go onto the roof of any residence.
- Most windows have a security stay fitted. You may not alter or remove these. Doing so will incur heavy penalties.
- If you cause the fire alarms to be activated (either accidentally or maliciously) then you will bear the charge from the Fire Department for a false callout. If the person responsible cannot be identified, the charge will be borne by all residents as part of a levy. Tampering, disabling or covering a smoke detector is not permitted and can cause the fire alarm to be activated, for which you will be responsible. At the time of writing, this charge was \$1,125 +GST per callout.
- Please take particular care with toasting bread. You should note that burning toast can (and has) set off the smoke alarms and will be considered an accidental callout.
- You may not, under any circumstances, throw anything out of, or hang anything from, any external window, balcony or stairway or place anything or any obstruction in the corridors.
- You may not wear or use in-line skates, roller blades and skateboards inside the residences.
- You may not throw or kick balls inside the residences.

#### **UniLodge and Carlton Gore pool rules:**

All posted rules and regulations must be adhered to at all times.

#### **KEYS AND SECURITY TAGS**

- You will be given a room key and/or a security tag on arrival.
- Do not lend your keys or tag to anyone.
- Please keep your keys with you at all times when you leave your room and look after them.
- Your personal security access tag/key will allow you to enter the building through the main entry on a 24 hour basis.
- If you lose or damage your keys or tag or if they are stolen please report this to the accommodation management team immediately. This is for both you and your fellow residents safety.
- You will be charged the cost of replacing each lost key and security tag.
- Your security tag can be damaged by putting it next to other swipe cards, mobile phones or other such devices, or by water. If the security tag is damaged you will be charged for the replacement. Should you lock yourself out of your room, call the duty Resident Advisor for assistance. You may be charged for repeated lockouts.
- If you find a key or tag, please return it to the accommodation management.
- If you are given a swipe card for a vehicle gate and you lose this, you will need to pay for the replacement. You may not lend this swipe card to anyone else.

#### **EMERGENCY EVACUATION**

- Emergency evacuation procedures are detailed in the Residence Guide and on the back of every bedroom door.
- The evacuation alarm is the continuous sounding of sirens.
- If the fire alarm sounds, the buildings must be evacuated immediately and you must proceed to the assembly area.
- Throughout the year, a number of alarm tests and trial evacuations will take place. You must always treat the sounding of an emergency alarm as a real emergency and follow prescribed evacuation procedures.
- You may be disciplined if you ignore emergency alarms, or use routes not designated as emergency exits.
- There are designated fire and evacuation wardens responsible for certain areas. In the event of an emergency, you must follow their instructions immediately and without question.
- If you are disabled (even on a temporary basis) please make sure that your RA has your name and details on the Emergency Evacuation Register so that the Fire Department has this information if an evacuation is necessary.

#### **INSURANCE**

- Accommodation Services expressly disclaim any liability for loss or damage to your property, or the property of any of your guests, even if it is occasioned by the negligence of any of the residence or Accommodation employees or duly authorised agents.
- It is highly recommended that you take out an appropriate insurance cover on your personal effects on your arrival in Auckland.

#### **OVERNIGHT/ WEEKEND ABSENCE**

- In order to establish your whereabouts in the event of an emergency, we ask you to notify your RA whenever you are going to be away from the residence overnight, or longer.
- You are not entitled to a refund or reduction of accommodation fees if you are absent.
- However, if the accommodation management excludes you from the residence because of illness, you will be given the option of terminating your residence (in which case your liability accrues only up to the day of departure).

#### **VACATING YOUR ROOM AT THE END OF YOUR RESIDENTIAL AGREEMENT**

- Before leaving the residence at the end of your Residential Agreement, you must clean your bedroom thoroughly and ensure that all communal areas of the flat are also clean.
- Your room and flat will be inspected by a member of the accommodation management team once you have removed all your personal belongings and rubbish. You should be present for the inspection.
- If you finish your residency you must advise the Area Manager of your intended leaving date to arrange a mutually convenient time for a final inspection.

- If, at the time of the final check-out inspection you have not cleaned your bedroom to a satisfactory standard, you will be charged an additional cleaning fee. The cleaning fee starts at a minimum of \$25.00.
- You must request an inspection and have the details confirmed at least one week in advance of the date requested. If a mutually convenient time for the final check-out inspection cannot be arranged, or should you vacate your bedroom without requesting a final check-out inspection, the findings of the accommodation management team will be final and binding.
- Before you leave the residence, you must return all keys and security access tags provided for your use, as well as all chattels provided to you, in good condition. Should you not do so, charges will be imposed to replace these items. Should you not return all keys, all corresponding locks will be changed and a new set of keys cut at your cost.
- Departure time is at 10.00am. You may be charged a late departure fee if you depart after this time.

## 6. CANCELLING OR CHANGING YOUR RESIDENTIAL CONTRACT

### CANCELLATIONS

If you need to cancel your residential contract before it ends you must see the Area/Resident Manager. Contract cancellation is approved on an individual basis and is likely to incur cancellation fees.

### CHANGES TO A RESIDENTIAL PERIOD

- 52 week to 42 week: If you wish to change from a 52 week contract to 42 weeks during the residential period, you will be charged the weekly difference for all weeks completed under the agreement, in addition to a two week (at the 52 week rate) fee as penalty. The 42 week rate takes over from thereafter.
- 42 week to 52 week: If you wish to change from a 42 week period to 52 weeks, the 52 week rate is applied from the date of the newly issued contract. There is no fee adjustment for the weeks completed under the 42 week contract.

## 7. VISITORS

### GUESTS

A guest is any person who is not a current resident or staff member. This includes all former residents. The following rules are necessary so that the staff know how many people are in the building for fire and earthquake safety purposes.

- Your guests are most welcome to enter the residence provided they are sober, quiet and well-mannered; they behave responsibly while on the premises and they are quiet when they depart.
- Guests and visitors must be met at the front entrance by you, their host. They must remain in your company while on the premises, and must leave the property before 1am. You must accompany them to the front entrance when it is time to leave.
- Your visitors are not permitted to enter the residence if you are absent, unless another resident undertakes full responsibility

for the visit and the guest remains in their company until departure.

- You are held fully accountable for your guest's behaviour and actions from the time your guest arrives until the time he/she leaves.

### OVERNIGHT GUESTS

- If a family member or a friend wants to stay for a night or two, he/she is generally welcome to stay provided you have made arrangements in advance.
- You should discuss this with the Area/Resident Manager who will advise of the terms/conditions for guest accommodation and will usually approve the arrangement.
- Twin-share rooms pose particular difficulties in accommodating overnight guests and thus where a room is twin-share it may not be possible to allow overnight guests
- Overnight guests should be signed into the guest register
- The accommodation management team may not give permission for visits of more than two nights.
- You may not have any overnight visitor during study weeks and exam periods.

### RIGHT TO CHANGE RULES

- The University reserves the right to amend or add to these rules during the term of residency.
- All current residents will be notified of any amendment or addition to rules before they come into force.

## 8. SPECIFIC FLAT OR APARTMENT RULES

### Carlton Gore Student Flat - Body Corporate Rules:

This residence is part of a private community that shares some common spaces, for which there are some operational rules for all owners or occupiers.

- Generally you are required to comply with Owner/Occupiers obligations stated in the Unit Titles Act and the rules of Body Corporate 198570 from time to time.

In particular you must not:

- Damage or deface the common property.
- Leave rubbish or recycling material on the common property.
- Create noise likely to interfere with the use or enjoyment of the unit title development by other owners or occupiers.
- Park on the common property unless the body corporate has designated it for car parking, or the body corporate consents.
- Interfere with the reasonable use or enjoyment of the common property by other owners or occupiers.

In particular you are required to be;

- Sensitive and considerate in your use of the swimming pool and neighbouring spaces.
- The pool is therefore not to be used after 10.00pm to keep noise levels acceptable

- o Your guests may only use the pool in your presence.

### **Goldie Homestead**

The Homestead is on the property of Goldie Estates, an operating vineyard. Goldie Estates hosts commercial events and operates a tasting room.

- o Residents are prohibited from interfering with the commercial operation of the vineyard.
- o Residents must be mindful of visitors and events hosted at the vineyard.