

## **Conditions of Residency for MRS Accommodation Complexes**

### **INTRODUCTION**

Monash Residential Services (**MRS**) offers a supportive living and learning environment for members of the Monash University community. As a part of the community, Residents are required to act in ways that respect and uphold the wellbeing and best interests of fellow Residents.

By accepting an offer of residency, Residents acknowledge and agree to uphold the core values of MRS and to comply with the standards, terms and conditions set out in the Residential Community Standards.

Members of the MRS residential community are expected to behave in a manner that does not negatively affect the living environment of others. Tolerance, acceptance, and respect for the rights and freedoms of fellow Residents are fundamental, as is the protection of their health, wellbeing, and personal safety. Living in a residential community requires Residents to embrace acceptance, an ability to compromise and seek common ground, and actively contribute to and support a residential community that aligns with the MRS Mission Goals.

Building and maintaining a strong sense of community requires thoughtful reflection and cooperation from all members of the residential community. Questions we ask members of the residential community include:

- How do we define what constitutes acceptable behaviour?
- What behaviours do I expect from others in the community and what behaviours should they reasonably expect from me, recognising compromises are necessary on both sides?
- How do we identify, clarify and communicate the tolerance threshold for Resident behaviour?
- At what point does an individual's eccentricity go beyond our tolerance level and requires containment and control?
- How do we distinguish between unacceptable behaviour and an unacceptable Resident?

An appropriate answer to these questions might be as simple as “when the behaviour has a negative impact on others.”

### **Noise**

The most common complaint in a communal residential setting is noise, as such, Residents are expected to keep noise to a minimum, and to demonstrate courtesy and consideration for others.

Noise that is disruptive to others is prohibited both inside and outside Accommodation Complexes, including the courtyard and surrounding areas. If noise is reasonably deemed to be bothering one person, considering the time, place and type of noise, it is too loud. If noise

can be clearly heard outside a Resident's room, it is too loud. Residents are expected to respond and act courteously to requests for noise reduction.

## **Child Safe Standards**

MRS is dedicated to ensuring the safety and protection of all children and young persons involved in MRS activities. It is essential that children not only feel safe but are genuinely safe, and their voices are heard in decisions that affect them. Everyone representing MRS has a responsibility to understand their role in safeguarding, protecting and empowering children. This includes our commitment to protect children from all forms of abuse, such as physical violence, sexual abuse, serious emotional or psychological abuse and serious neglect.

For further information, refer to [Monash University's Child Safe Standards Framework](#).

## **Part 1 – PRELIMINARY**

### **1 Commencement**

MRS reserves the right to change these Conditions of Residency at any time, including but not limited to implementing changes at short notice in circumstances where MRS, acting reasonably, considers that changes are required to protect the safety or wellbeing of Residents.

Changes to the Conditions of Residency take effect on the later of the date that MRS notifies Residents of the new version, or the day on which the new version of the Conditions of Residency is published on the MRS website.

### **2 Service**

A notice under these Conditions of Residency may be delivered or sent:

- to the Resident personally; and/or
- to the Resident's room; and/or
- to the Resident's mailbox within their Accommodation Complex; and/or
- to the Resident's email address as recorded on MRS and/or Monash University database systems.

A notice will be deemed to have been served on the date on which it is delivered or emailed.

### **3 Definitions**

**“Accommodation Complex”** means a building, hall, apartment or other complex operated by MRS for the purpose of providing accommodation to students.

**“Allegation”** means an alleged or suspected breach of the Residential Community Standards.

**“Assistance Animals”** means assistance animals that are trained to alleviate the

effect of the disability, as defined by the *Disability Discrimination Act 1992* (Cth) (noting that the courts have distinguished between comfort/companion animals which by their mere presence may alleviate stress or anxiety and assistance animals which are specifically trained to alleviate the effect of a disability, and that this definition only applies to the later).

“**Director MRS**” means the person occupying or acting in the position of Director of Monash Residential Services or their representative, nominee or delegate.

“**Gender Based Violence**” means violence directed against a person because of their gender

“**General Misconduct**” means conduct which is contrary to accepted standards of behaviour as defined in Regulation 30(3) of the Monash University (Council) Regulations.

“**Guest**” means anyone that does not reside in that accommodation complex.

“**Residential Life Staff or RLS**” means the Senior Coordinator and Coordinator of an Accommodation Complex (or any person acting in such position from time to time).

“**MRS**” means Monash Residential Services, an operating division of Monash University.

“**MRS Appeal**” has the meaning given to it in section 16.1.

“**Nominated Investigator**” has the meaning given to it in section 14.4.

“**Notice to Vacate**” is a formal notice that requires a resident to vacate their accommodation, taking all personal effects, and leaving the premises in a condition which they first commenced their residency, save for any reasonable wear and tear.

“**Residency Agreement**” means the agreement issued by MRS to enable a student to take up residency at an Accommodation Complex.

“**Resident**” means a student who has signed a Residency Agreement and commenced their residency and the residency have not been terminated otherwise.

“**Resident’s Accommodation**” includes:

- (a) in a traditional hall of residence (Residential Village Clayton) - means a Resident’s bedroom;
- (b) in a shared apartment (all sites) – means a Resident’s bedroom; and
- (c) in a block of apartments (Urban Community Clayton and Peninsula Residential) - means a studio apartment.

“**Residential Community Standards**” includes:

- (a) the requirements set out in these Conditions of Residency;
- (b) Residential Hall handbooks provided to Residents on or before arrival;
- (c) MRS rules, MRS Resident Resources, and MRS guidelines and regulations published on the MRS website;
- (d) the Residency Agreement between the Resident and MRS; and
- (e) applicable provisions of the Monash University Statute, its regulations, policies and procedures, all as in force from time to time.

**“Responsible Officer for General Misconduct”** means the member of staff of Monash University who is specified by the Vice-Chancellor as the Responsible Officer for General Misconduct.

**“Student Leadership Position”** means one of the following roles:

- (a) Resident Advisor;
- (b) Hall Society Executive;
- (c) Orientation Team Member or Executive;
- (d) MRS Residents Committee Executive; or
- (e) other MRS Leadership Positions as listed under MRS Scholarships.

**“Synthetic drugs”** means drugs whose origins are not primarily organic but are produced via chemical synthesis to mimic the effects of illegal drugs.

## **Part 2 – RESIDENCY AGREEMENTS**

### **1 General Requirements**

**1.1** General eligibility for residency, offers of residency, the allocation of accommodation and the rights of Residents to occupy or continue to occupy any accommodation at an Accommodation Complex are all governed by the MRS Admissions Terms and Conditions.

**1.2** By entering into a Residency Agreement, Residents agree that they are bound by, and agree to always comply with the Residential Community Standards, including:

- (a) whilst on MRS or Monash University premises, including but not limited to an Accommodation Complex; and
- (b) attending events sanctioned or organised by MRS or by individual Accommodation Complexes.

**1.3** A person will not be considered for residency in an Accommodation Complex if they have previously been evicted from MRS accommodation or have received two formal written warnings for their behaviour during a past residency period. MRS however may, at its absolute discretion, choose to consider applications from such individuals on a case by case basis.

### **Allocation of accommodation**

**1.4** Resident accommodation allocations are made at MRS' absolute discretion (including studio apartment accommodation). At any time during a Resident's residency, MRS may transfer the Resident (acting reasonably, but without any obligation to outline such reasons) to alternative accommodation in either the same Accommodation Complex or another Accommodation Complex on the same campus. Residents will be given adequate notice if MRS intends to transfer the Resident to other accommodation.

**1.5** In the event of an emergency, such as a natural disaster, MRS reserves the right to transfer Residents to another Accommodation Complex on any campus. This ensures the safety of all Residents and ensures the emergency is dealt with in a prompt and effective manner.

### **Length of Residency Agreement**

**1.6** An accepted offer of residency is valid for the duration specified in the Residency Agreement between the Resident and MRS.

**1.7** All Residents are required to vacate their accommodation by the end of their Residency Agreement. Residents must remove all of their property and return the Resident's Accommodation and MRS property in a clean, tidy and vacant condition and otherwise in the same condition as at the date that they moved into the Resident's Accommodation, fair wear and tear excepted. If the Resident enters into a new Residency Agreement and MRS has confirmed that the Resident is permitted to continue occupying the Resident's Accommodation, then section 1.6 will apply at the end of that further right to occupy.

### **Summer period**

**1.8** Residents who wish to extend their stay over the summer period (being December and January) must apply for permission to do so by completing a summer application online via the applicable MRS form. Residents should consider that annual maintenance takes place during the summer period and, as a result, services provided to Residents are reduced and Residents may be required to move to alternate accommodation. Noise levels from maintenance works may increase during this period and Residential programs reduce for Residents who stay over the summer. There is no reduction in accommodation charges to Residents during this period. All Residents must sign a Residency Agreement to stay over this summer period.

## **2 Debts to MRS**

**2.1** A Resident who has not paid rent within seven (7) days of the due date will be given a Notice to Vacate. If MRS does not receive full payment of the overdue account by the due date specified in the Notice to Vacate, then the Residency Agreement will terminate and the Resident will be required to vacate their accommodation and leave the accommodation in a clean and tidy condition and otherwise in the same condition as at the date that they moved into the Resident's Accommodation, fair wear and tear excepted.

**2.2** If a Resident is required to vacate their accommodation due to an overdue account or misconduct, the Resident will remain responsible for paying rent for the remainder of their Residency Agreement or until such time that another Resident takes over occupation of the applicable Resident's accommodation, whichever comes first .

**2.3** If a Resident fails to pay their residency account fees, including any charges or fines, Monash University may place an encumbrance on their student account. This encumbrance will prevent access to services such as the library, computer facilities, enrolment, and their exam results. It will also prevent the Resident from receiving academic transcripts or graduating. The encumbrance will only be lifted once the outstanding debt has been paid in full.

### **3 Additional costs and charges**

**3.1** Residents must:

- (a) treat all MRS furniture, furnishings and property with consideration and care and be responsible for the cost of repairing or replacing any items they damage. The Resident must cover the full cost required to return the affected items to their original condition prior to damage;
- (b) pay any costs arising from impact or damage to a residence resulting from a breach of these Conditions of Residency, e.g., costs related to cleaning, repairs, or restoration due to smoking;
- (c) pay or reimburse MRS 10% of the full cost charged by Fire Rescue Victoria for responding to a false alarm where MRS reasonably determines that the resident and/or their visitor/guest activated the fire alarm through inappropriate action or negligent, whether intentional or accidental; and
- (d) pay costs associated with additional cleaning of their room/studio/flat/house.

### **4 Roles and responsibilities of Residential Life Staff**

**4.1** RLS (or their nominee) is responsible for all aspects of administration within each Accommodation Complex. RLS may enforce rules concerning behaviour and discipline and exercise disciplinary authority over all Residents of their Accommodation Complex. The Director MRS may take any action the RLS may take.

**4.2** RLS manages their particular Accommodation Complex which extends to the conduct of Residents in the circumstances set out in Section 1.2.

**4.3** RLS can develop and enforce specific rules and behavioural expectations for their particular Accommodation Complex. These rules and behavioural expectations are in addition to the Residential Community Standards..

**4.4** Difficult interpersonal issues may occasionally arise within an Accommodation Complex, however if such issues create ongoing disharmony, RLS may investigate and take appropriate actions to maintain a positive community living environment, with consideration to both the individual Residents and the wider residential community.

**4.5** The RLS may direct a Resident(s) to attend a formal mediation session and/or conciliation session. Where so directed, the Resident must attend and participate in the mediation and/or conciliation session, and make reasonable efforts to resolve the conflict. If the mediation and/or conciliation session does not resolve the conflict, the RLS may relocate a Resident to another room and/or another Accommodation Complex. A Resident who has been instructed in writing to move must do so within the time frame reasonably specified by the RLS.

### **Part 3 – RIGHTS AND RESPONSIBILITIES OF RESIDENTS AND OF MRS**

#### **5 Responsibilities of Residents**

##### **5.1 Residents must:**

- (a) obey the reasonable verbal and written instructions of the RLS, Community Support Officers and Resident Advisors, as well as any other staff member/s of MRS or Monash University (such as Monash Security) who are acting reasonably in the interests of MRS and the wellbeing of Residents;
- (b) submit an application to the relevant RLS via the Resident Online Portal, which may be determined in the RLS absolute discretion, if the Resident wishes to have a visitor/guest to stay in their room overnight, or be present in the Accommodation Complex between midnight and 7:00am, which in the case of a Resident aged under 18 years will also first require the approval of their parent or guardian;
- (c) obtain prior permission from the relevant RLS, which may or may not be granted at the RLS absolute discretion, if the Resident wishes to:
  - (i) have a party or function and if granted, pay all costs associated with the party or function, including costs incurred by MRS which may include but not limited to items such as security personnel, cleaning, rubbish removal and repairs. Any decision relating to the granting of permission for a gathering will be made with due consideration of the benefits to both the community and the Resident, as well as any potential detrimental impacts of the gathering, with the interests of the community taking priority;
  - (ii) access an Accommodation Complex other than where the Resident resides, unless they are accompanying a Resident of that Accommodation Complex as a guest;
- (d) participate to the best of their ability in the communal life of their Accommodation Complex, and to always show consideration for other Residents in their conduct;
- (e) for the purposes of community management and residential support, inform their RLS (by completing an MRS Absent from Residence form) if they will not be residing in their accommodation for a period of longer than three (3) consecutive nights (e.g. for reasons of academic placement; holidays/travel, extended stay with family/friends). Residents under the age of 18 years must first obtain permission from their parent or guardian and inform the RLS using the MRS Absent from Residence form prior to any overnight absence from their Accommodation Complex;
- (f) complete MRS orientation and induction programs at the commencement of their residency, and at such other times during the residency required by MRS, so that they understand the MRS community expectations about matters such as what is acceptable behaviour within residences; interpersonal interactions; sexual consent;

- consumption of and attitudes toward alcohol; health and safety and any other foundations of the MRS community standards;
- (g) not initiate, contribute to or allow to continue any action which makes noise that disturbs other Residents where noise originating from but heard outside the confines of a Resident's accommodation (which in the case of shared accommodation, means the Resident's bedroom) may be deemed to be excessive;
  - (h) not possess, consume, or be under the influence of alcohol whilst in an MRS Accommodation Complex, or whilst attending a MRS event if they are under the age of 18 years, and if over the age of 18 years, not distribute alcohol to any person under the age of 18 years;
  - (i) not interfere with the reasonable use of any shared facilities by other Residents, including sleeping outside of a Residential room;
  - (j) be responsible for all maintenance and software and/or system upgrades for their personal computers connected to the University computer network and ensure that they have installed and kept up to date virus protection and adequate firewall protection software to prevent intrusion by viruses, malware and unsolicited downloads;
  - (k) keep the Resident's Accommodation clean and tidy;
  - (l) maintain all communal areas associated with their particular Resident's Accommodation in a clean and tidy manner;
  - (m) not hang clothing or other items from windows or balconies that may be observed from outside the Resident's Accommodation;
  - (n) park vehicles in accordance with the Monash University Parking Rules and only park vehicles in areas designated as car parking bays that do not have signage restricting the use of the bays to authorised persons, such as MRS staff;
  - (o) observe all Residential Community Standards, and other rules displayed in any area (common or private) of MRS property;
  - (p) comply with all local council regulations, especially with regard to noise levels, parking and rubbish collections;
  - (q) not conduct surveys involving other Residents without prior approval from the Director MRS; and
  - (r) dress appropriately in all communal spaces (including bathrooms and kitchens). Although MRS does not have a particular dress code, Residents must always be mindful of other Residents and cultural differences. Residents must make every effort to not cause offence to others.

## **6 MRS' limitation of liability and reservation of rights**

### **Limitations on MRS' liability**

**6.1** MRS accepts no liability for any loss and/or damage and/or corruption to data, software and/or hardware caused to a Resident's electronic device as a result of it being connected to the Monash University network. MRS does not guarantee that a resident's electronic device will connect/function appropriately on the University network.

**6.2** MRS accepts no liability for any loss and/or damage to any Resident's clothing, books, electronic equipment or other personal items which are lost and / or damaged whilst being used and/or stored in MRS accommodation, except to the extent that such loss or damage

arises directly as a result of MRS' negligent or wilful actions or misconduct. Residents are strongly encouraged to obtain private insurance for their personal belongings whilst they reside in MRS accommodation.

**6.3** To the extent permitted by law, MRS accepts no liability arising from a Resident's loss of access to facilities or services, or any inconvenience incurred while the Resident occupies the residence.

**6.4** Nothing in the limitation of liability provisions in section 6 of these Terms is intended to exclude, restrict or modify the obligations imposed on MRS by sections 60, 61 and 62 of the Australian Consumer Law in respect of consumer guarantees applying to the supply of services to consumers, nor are those provisions intended to exclude, restrict or modify any of the visitor's rights to a remedy under Part 5-4 of the Australian Consumer Law in respect of a failure by MRS to comply with those consumer guarantees Personal property of Residents

**6.5** MRS is not responsible in any way for the safekeeping of or damage to Residents' belongings.

**6.6** Belongings left in any common spaces may be disposed of by MRS, including but not limited to belongings found in:

- (a) MRS Communal Fridges: Residents who use MRS communal fridges must ensure that all food is labelled with their name and dated. Any food that is not labelled and/or out of date or belongs to a person who is no longer a Resident may be disposed of.
- (b) MRS Communal Kitchens: Residents who use MRS communal kitchens must not leave their personal equipment in any location other than kitchen lockers, cupboards and shelves. Items stored in these places are not the responsibility of MRS. Any items stored in kitchen lockers, cupboards and shelves must be clean. All food items must be appropriately labelled and packaged. Any item found in an MRS communal kitchen without appropriate labelling and packing may be disposed of at any time for the purposes of cleaning, scheduled audit of communal spaces, or other reasons related to the management of the Residential complex.
- (c) MRS Laundries: Residents who use MRS laundries must ensure that their clothing is not left in any area other than drying racks and pigeonholes. Residents may remove items from laundry equipment (if they remain after the completion of a wash/dry cycle) but must place them in appropriate 12 drying racks/pigeon holes and where possible, inform the previous user of the location of the transferred items. Any item found left in an MRS laundry unattended may be disposed of by MRS at any time.
- (d) Lost Property: Any lost/unclaimed property handed into the MRS office(s) will be held for a period of three (3) months and Residents can reclaim their property from the applicable MRS office upon satisfying MRS staff of a legitimate claim to the property. Items not claimed are donated to a local charitable organisation, and in the case of identity documents and materials are handed over to local police.

### **Rights that can be exercised by MRS**

**6.7** MRS reserves the right to share residents' personal and contact information, including but not limited to name, room number, and contact details, with third-party service providers

for the sole purpose of facilitating parcel and mail delivery services. MRS ensures that any third-party providers receiving this information comply with applicable privacy laws and regulations to protect the residents' personal data. By agreeing to these Conditions of Residency, residents consent to the disclosure of their information for these purposes.

**6.8** MRS reserves the right to remove and dispose of any clothing, books, electronic equipment, bikes or other personal items which are left in communal areas which pose an issue to Occupational Health and Safety or obstruct the living conditions of others.

**6.9** MRS reserves the right to remove and dispose of unregistered motor vehicles and their contents from MRS car parks. If a Resident is responsible for the unregistered vehicle, they will be charged for all costs incurred by MRS in doing so.

**6.10** MRS accepts no liability for the removal and disposal of unregistered motor vehicles and their contents.

**6.11** Subject to section 6.11, MRS will not provide access to any residence to a third party unless the Resident provides prior written or express verbal consent and all reasonable requests for information in relation to the third party access are appropriately responded to (including, but not limited to, the provision of appropriate identification by the third party, if requested by MRS). MRS accepts no liability for any loss and/or damage to any Resident's clothing, books, electronic equipment or other personal items when access has been granted to a third party at the request of a Resident.

**6.12** The Resident acknowledges and agrees that MRS may (acting reasonably) allow a Resident's family member/s or emergency contact/s access to a residence without the Resident's prior consent in circumstances where the Resident is unable to request such consent themselves (for example, as a result of an emergency or for medical reasons).

**6.13** In the case of an emergency, or where MRS deems that the situation in relation to the Health and Safety of a resident is critical, the Director MRS reserves the right to contact the Resident's emergency contact as noted or updated on a resident's application to notify them of the crisis / emergency as well as pass on the emergency contact details to emergency services and/or medical service personnel if requested to do so.

**6.14** If a Resident leaves behind any items or property in the accommodation or communal areas upon vacating, MRS will take reasonable steps to notify the Resident for collection. If the items remain unclaimed for seven (7) days after MRS attempts to make contact, MRS reserves the right to dispose of the items at its reasonable discretion and charge the Resident for any cost reasonably incurred by MRS for their removal or disposal.

**6.15** MRS reserves the right to immediately dispose of any items left behind by the Resident upon vacating that MRS reasonably deems to be rubbish. Disposal may be carried out in any manner MRS considers appropriate, and the Resident may be charged for any reasonable costs incurred in the removal or disposal of such items.

## **7 Resident Responsibilities for Health, Safety, Security and the Environment**

**7.1** For health, safety and/or environment reasons, the following items are prohibited within any Accommodation Complex:

- (a) double adaptors and non-Australian power plugs for any electrical device (if an electrical device has been purchased outside Australia, an adapter must be purchased and used for all non-Australian power plugs);
- (b) personal heaters of any kind (e.g., bar radiators, fan heaters, oil heaters etc.);
- (c) portable air-conditioners subject to section 7.5;
- (d) the use of electronic oil diffusers, candles, incense or anything which generates a continuous naked flame or steam;
- (e) the use, possession, or storage of any kind of ammunition and/or weapon(s) or any other item (whether real or fake) that is capable of being used aggressively or for violent purposes or for the purpose of intimidating. This includes but is not limited to missiles, fireworks, firearms, stun guns, daggers, knives with a fixed blade used for any purpose other than cooking, martial arts equipment, any device resembling a firearm, slingshots, spear guns, bows and arrows, explosives, laser pointing devices and Taser guns. The improper discharge of a chemical agent including, but not limited to, mace, pepper spray, or other aerosols is prohibited;
- (f) animals of any kind, subject to section 7.2;
- (g) the use of drones without University approval or, where approval has been granted, that is not in accordance with University procedure and policy;
- (h) 3-D printers, associated equipment and materials such as Acrylonitrile Butadiene Styrene (ABS), Polyethylene Terephthalate (PETT), nylon and Thermoplastic Elastomers (TPE);
- (i) chemicals and chemical agents including (without limitation) mace, pepper spray, aerosols and any chemicals that are being used or are likely to be used for dangerous purposes or for purposes other than ordinary personal or domestic use; and
- (j) Hazardous chemicals that are being used or are likely to be used for dangerous purposes or purposes other than ordinary personal or domestic use, are not permitted to be stored within Residential premises.

Hazardous chemicals include:

- (i) flammable or combustible liquids (such as paint thinner, ethanol, acetone, kerosene, motor oil, propane fuelled camping equipment);
- (ii) corrosive liquids, acids and bases;
- (iii) toxic chemicals and poisons;
- (iv) oxidising chemicals, such as hydrogen peroxide; 14
- (v) compressed gas cylinders (LPG or other gases);
- (vi) explosives;
- (vii) dry ice; and
- (k) electric scooters, electric bikes, hoverboards and electric skateboards

**7.2** Residents who require an Assistance Animal to live with and accompany them in MRS accommodation must notify MRS in writing at the time of applying for residency (or, if the requirement arises after an application for residency has been submitted or residency has been granted, prior to the animal being accommodated in MRS accommodation). In notifying MRS, the Resident must provide details of the Assistance Animal, including age and breed. MRS reserves all rights, including the rights set out under section 1.2, to allocate or reallocate accommodation to the Resident at MRS' reasonable discretion.

**7.3** Residents are not permitted to cook food or boil water in their accommodation unless their accommodation design includes a designated kitchen area which has been approved by MRS for cooking.

**7.4** Residents are permitted to cook food for personal consumption in approved kitchen areas provided all water heating appliances (including jugs, kettles and Birkos) are fitted with an automatic cut-off switch.

**7.5** Residents are permitted to operate portable air conditioning appliances within their rooms provided that:

- (a) the portable air conditioning appliances are of the evaporative type only which are treated as an electrical portable plug-in appliance equivalent to that of a portable pedestal fan with a general electrical loading of around 1000 - 1500 watts per unit;
- (b) no more than one appliance per Resident's room maximum;
- (c) the portable air conditioning appliances are to be treated like any other appliances which are controlled and managed by MRS;
- (d) the portable air conditioning appliance must be compliant to Australian Standards and guidelines with an Australian approval for use, tested and tagged;
- (e) the Resident must provide all relevant information to MRS including but not limited to the location, product name and serial number of the appliance to be recorded and maintained by MRS at all time.

**7.6** Residents must protect all their electrical equipment by using an approved surge protector power board. MRS is not responsible for damage to electrical equipment as a result of power surges/spikes/blow outs and/or disruption to electrical power supplies provided by external electrical companies.

**7.7** Residents must:

- (a) cooperate with MRS Environmental initiatives at all times by actively reducing and/or recycling waste and conserving resources;
- (b) ensure that they do not compromise the security of any MRS buildings or premises and not leave unattended external doors, windows and window furnishings unlocked and/or open. This extends to not allowing persons who are not members of the Residential community access to MRS buildings or premises;
- (c) in the case of illness of any person, permit an authorised representative of MRS to obtain medical assistance and/or to send the unwell person to his or her home or to a hospital at the person's own expense;
- (d) immediately notify MRS upon becoming aware that the Resident has contracted or may have come into contact with an infectious condition or disease, including where the Resident is showing symptoms of an infectious condition or disease or where the Resident has been in contact with another person who is showing symptoms of or who has been diagnosed with an infectious condition or disease; and

(e) in the circumstances provided for under section 7.6(d), comply with any request for information, requirement or direction from the Director MRS reasonably necessary to ensure the health and safety of Residents, staff and guests, including (without limitation) any requirement to be tested or assessed by a medical practitioner and to immediately provide (or have the medical practitioner provide) the results of that medical test or assessment to MRS.

**7.8** Where MRS is notified by a Resident or by a medical professional that a Resident has, or has been in contact with someone who has, an infectious condition or disease, the Resident must:

- (a) cooperate with MRS to discuss a suitable risk management plan for the infectious condition or disease; and
- (b) comply with any reasonably necessary directions from MRS, acting on advice from a medical professional, to manage the infectious condition or disease, including but not exclusively to relocate a Resident to alternative accommodation or require a Resident to remain absent from MRS premises and/or otherwise isolate themselves from other Residents for the period of time that a Resident is infectious.

**7.9** If there is an event that affects or has the possibility of affecting the health and safety of Residents, including (but not limited to) a declared pandemic, a state of emergency, a state of disaster or other serious threat to health and safety, Residents must comply with all directions, orders, restrictions and mandates imposed by the RLS or Director MRS or any municipal, statutory or government including (without limitation):

- (a) following procedures such as emergency evacuations and announcements, physical distancing, restrictions on gatherings or medical testing;
- (b) modifying behaviours or activities such as wearing of personal protective equipment and refraining or ceasing behaviours which may be in breach of the government restrictions;
- (c) modifying, vacating or ceasing entry, use or occupation of residences, communal spaces, areas or facilities within MRS including avoiding areas that have been identified as hazardous or dangerous; and
- (d) participating in educational programs or safety training and ensuring that the health and safety of MRS Residents and the local community is prioritised.

## **8 Maintenance and Damage**

**8.1** If a Resident's Accommodation or surrounding premises are for any reason either destroyed or damaged so that the accommodation becomes unfit for habitation, subject to section 8.2, MRS will endeavour to relocate the Resident to similar MRS accommodation and if no suitable accommodation is available, MRS will terminate the Residency Agreement.

**8.2** If a Resident's Accommodation or surrounding premises are destroyed or damaged so that the accommodation becomes unfit for habitation, and such damage is caused or contributed by the act, omission or negligence of a Resident or a Resident's guest, MRS will terminate the Residency Agreement and will not be obliged to relocate the Resident.

**8.3** Maintenance and refurbishment programs may occur during residency periods and could cause noise or disruption to residents. MRS will make reasonable efforts to schedule such activities outside key academic periods.

## **9 Visitors/guests and Subletting Visitors/guests**

**9.1** All MRS accommodation is offered as single occupancy. Residents are permitted to have visitors and guests, provided their presence will not negatively impact the wider Residential community. When considering requests for overnight guests, the RLS will consider the accommodation's style and the potential impact of guests within the community (and smaller Residential groupings within the complex).

**9.2** Residents must be responsible for the behaviour of their visitors/guests within residences, communal areas and at any MRS functions and events.

**9.3** All guests, other than guests staying overnight in accordance with section 5.1(b)(ii), are expected to leave by midnight.

**9.4** Residents must only allow one visitor/guest to stay in their accommodation overnight and then, only where the Resident has submitted an application to the RLS with 24 hours notice under section 5.1(b)(ii) and only allow the visitor/guest to stay overnight for a maximum of two (2) consecutive nights (to the extent of the permission granted by the RLS ) in a week on an irregular basis.

**9.5** Residents previously evicted from MRS accommodation are not permitted as a visitor and/or guest in MRS' residences or to attend MRS functions/events (on or off campus) unless authorised by the Director MRS.

**9.6** Overnight guests who have been approved by the RLS under section 5.1(b)(ii) must be over 18 years of age.

### **Subletting**

**9.7** Residents must not assign or sub-let or part otherwise deal with possession of their accommodation without the prior written consent of MRS which consent may or may not be granted at MRS' absolute discretion.

**9.8** Residents must not permit or allow any other person to take up residence in the accommodation and must only use the accommodation for Residential purposes.

## **10 Right of Entry to Resident's Accommodation**

**10.1** MRS reserves the right of entry into Resident accommodation by approved staff and/or contractors in approved situations including but not limited to:

- (a) standard accommodation condition inspections
- (b) health, safety and welfare matters;
- (c) smoke detector and other forms of statutory testing;
- (d) cleaning and maintenance;

(e) excessive noise where, in the case of noise originating from but heard outside the confines of a Resident's Accommodation (which in the case of shared accommodation, means the Resident's bedroom) and the Resident is not present, MRS reserves the right to take action to stop the noise continuing to disturb other Residents, including but not limited to such action as switching off any electrical appliance generating the noise; and  
(f) in the case of emergency, actual or suspected.

**10.2** Approved staff and/or contractors will carry appropriate identification at all times and will present such identification to Residents on request. Residents are encouraged to request the production of identification and to report any concerns to the RLS, Community Support Officers or to the Director MRS.

**10.3** Monash University staff or contractors, including but not limited to MRS staff, Worksafe representatives, Security, or appointed inspectors may enter a Resident's accommodation only after providing at least 24 hours' notice in writing, except in cases of emergency (health, safety and welfare matters) actual or suspected.

**10.4** Monash University staff or contractors, including but not limited to MRS staff, Worksafe representatives, Security, or appointed inspectors may collect information that may sometimes include the personal information of Residents in the form of captured visual images, photographs and/or video which may contain sound recordings during room entry where required under these Conditions of Residency. Purposes of collection include but are not limited to for purposes in connection with statutory compliance (such as smoke detector and other statutory testing), cleaning and maintenance or other investigation purposes. This information is deleted in accordance with the Monash Retention and Disposal Authority.

## **Part 4 – RESIDENT BEHAVIOUR**

### **11 Residential Community Standards**

**11.1** MRS exists to provide a living and learning environment in which Residents are expected to act with the best interests of fellow Residents in mind. Primary concerns are health and personal safety as well as tolerance and respect for others and their rights and freedoms. Additionally, as Monash University students, Residents must act with honesty, integrity and respect for others in accordance with the expectations set out in the University's Student Code of Conduct Policy.

**11.2** The RLS are responsible for maintaining the Residential Community Standards and an appropriate communal living environment within each Accommodation Complex.

**11.3** Any alleged or suspected breach of the Residential Community Standards by a Resident (hereafter referenced as an 'allegation') may be dealt with under this Part. This Part sets out:

- (a) the process for managing and investigating an allegation;
- (b) the process for determining whether an allegation is proved, and for imposing a sanction; and
- (c) the rights and responsibilities of a Resident in the process. Reporting and notifying allegations

**11.4** An allegation should be notified to the Director MRS.

**11.5** All MRS staff and Resident Advisors must notify the Director MRS of any allegation that:

- (a) is reported to them;
- (b) they witness; or
- (c) they reasonably suspect may have occurred, where an allegation arises in the context of a known or suspected incident occurring within MRS premises.

**11.6** All MRS staff and Resident Advisors must notify the Director MRS of any disclosure of gender-based violence, including sexual harm, they receive or become aware of. Information provided to the Director MRS may be de-identified where appropriate. Notifications by Resident Advisors should be made through the relevant RLS or Community Support Officers.

**11.7** The Director MRS may at their discretion authorise the communication of information regarding a breach of procedure (including in relation to safety measures and/or the outcome of the procedure) to Resident/s who may have been affected by the allegation/s that are the subject of the breach. In authorising such a communication, and in determining the information that is communicated, the Director MRS will give due consideration to privacy and confidentiality of the persons involved.

## **12 Managing allegations**

**12.1** The procedure for investigating and resolving an allegation depends on the nature and type of alleged conduct:

- (a) Category 3 allegations – managed under the Minor Breach Procedure set out in section 13;
- (b) Category 2 allegations – managed under the General Breach Procedure set out in section 14; or
- (c) Category 1 allegations – managed under the Serious Breach Procedure set out in section 15.

**12.2** The Director MRS is responsible for determining the categorisation of an allegation/s. This determination is made based on the known or suspected circumstances, and having regard to any information or evidence that is available at the time the matter is notified to the Director MRS. The Director MRS may consult with other areas of the University in making a category determination.

**12.3** Where an incident or matter involves:

- (a) Multiple allegations against the same Resident – the Director MRS may determine that all allegations should be dealt with under the same categorisation; or
- (b) Allegation/s (other than Category 1 allegations) against multiple Residents from more than one residence – the Director MRS may determine that a particular RLS will take responsibility for managing the matter.

## **Categories**

**12.4** The following tables list the type/s of allegations that fall within each category.

### **CATEGORY 3**

Category 3 allegations are those which are inherently minor in nature, and which are appropriate to deal with in accordance with the minor breach procedure.

Category 3 allegations include, but are not limited to:

- Minor instances of Category 2 conduct.

### **CATEGORY 2**

Category 2 allegations are those which involve contraventions of the accepted standards of behaviour in a residential community, where the nature of the allegation is not minor

Category 2 allegations include, but are not limited to:

- (a) contravention or non-compliance with any section of the Conditions of Residency, another MRS Policy and/or Procedure, or any Residential Community Standard, reasonable direction of the RLS, Community Support Officer or Director MRS, or conditions agreed to by the Resident;
- (b) intoxication or excessive consumption of alcohol or other drugs (prescribed or otherwise) that endangers the Resident's life/wellbeing and/or impacts negatively upon other Residents either around the Resident and/or in a MRS Accommodation Complex (including hall, flats, houses, communal and surrounding areas) or at a MRS approved function, and in the case of a Resident under 18 years of age consuming or being under the influence of alcohol;
- (c) verbal abuse against another Resident, visitor/guest or MRS staff member;
- (d) bullying or harassment;
- (e) discrimination or vilification based upon a person's race, national, linguistic or ethnic origin, culture/religion, gender, sexual identity, disability, political opinion or activity or other personal attribute;
- (f) theft;
- (g) intentional, reckless or negligent damage to Monash University and/or MRS property and/or the property belonging to another Resident and/or belonging to a visitor/guest of another Resident or any other person;
- (h) allowing unauthorised and/or unaccompanied visitors/guests access to MRS property;
- (i) use of any cooking equipment in a bedroom and/or in an area that is not an approved kitchen;
- (j) smoking and/or vaping (or evidence of) of both nicotine and non- nicotine-based products in areas other than areas (if any) designated for smoking (Note: the use and possession of vaping products containing nicotine is prohibited in Victoria);
- (k) the possession of articles, devices and/or paraphernalia which, in the reasonable opinion of the Director MRS, can be used for smoking and in the consumption of illegal drugs or other illegal substances (including synthetic drugs);

- (l) excessive noise or noise that unreasonably or negatively impacts any Resident and/or in an MRS Accommodation Complex (including hall, flats, houses, communal and surrounding areas) irrespective of the time of day or night;
- (m) unauthorised use of and/or interfering with firefighting equipment, including smoke and thermal detectors;
- (n) unauthorised entry into restricted areas of MRS and/or Monash University property, including but not limited to roofs, plant rooms, staff offices, and other controlled or restricted places;
- (o) unauthorised entry into an Accommodation Complex (Note: a Resident is permitted to enter the Accommodation Complex in which they reside, and to enter another Accommodation Complex as a guest of a resident of that complex);
- (p) use of an access credential (including an electronic swipe card or fob, or a mechanical key) in a manner that contravenes the University's Access Control Procedure;
- (q) unauthorised use of, or interference with Monash University IT systems, including but not limited to wireless Internet services;
- (r) bringing an animal into an Accommodation Complex (except an Assistance Animal that has been approved in accordance with these Conditions of Residency);
- (s) bringing a weapon, or any item that could be used for aggressive or violent purposes or for the purpose of intimidating others, onto MRS property;
- (t) throwing any object from a window or from a roof;
- (u) subletting a Resident's accommodation, including providing a means of access to MRS accommodation and/or room (e.g., via key or proxy access) to a person who should not have access to that space;
- (v) preventing Monash University and/or MRS approved staff and/or contractors from completing authorised duties, including the implementation of MRS Critical Incident Management Protocols;
- (w) refusal to evacuate accommodation and/or the premises after being instructed to do so by an officer of the Metropolitan Fire Brigade, Building Warden or any other authorised representative of Monash University and/or MRS, or by a computer automated evacuation command generated by the building's Emergency Warning and Evacuation System;
- (x) unauthorised removal of MRS property, including furniture and fittings from communal areas;
- (y) allowing the Resident's Accommodation to become unfit for living in (not due to fault on the part of MRS); or
- (z) failing to keep the Resident's Accommodation and any communal areas within an apartment or house clean and tidy in accordance with the cleaning specifications as outlined on the MRS web site;
- (aa) failing to attend all mandatory training and any other training directed by the Director MRS;
- (bb) failing to follow the agreed steps of a documented Safety and Support Plan as agreed to between the Resident and the RLS or Director MRS; and
- (cc) dishonestly engaging in conduct that hinders, interferes with, improperly influences, or adversely affects the exercise, timing, outcome or integrity of a MRS administrative procedure (including but not limited to data collection processes, resident surveying processes, nomination and election procedures for resident committees, resident advisor recruitment processes, etc).

## CATEGORY 1

Category 1 allegations relate to alleged breaches that are serious and where the nature of the allegations are such that, if proven, it would be untenable for the Resident to continue residing in the MRS communal living environment.

Category 1 allegations include, but are not limited to:

- (a) physical assault;
- (b) gender-based violence (as defined in the Gender-Based Violence Prevention and Response Policy including but not limited to: sexual harm, family violence, stalking, technology-facilitated abuse) ;
- (c) violent and/or aggressive behaviour;
- (d) threatening behaviour;
- (e) causing emotional or psychological harm;
- (f) stalking;
- (g) conduct affecting the safety of a Resident or other person involving:
  - (i) possession of illegal drugs or other illegal substances (including synthetic drugs);
  - (ii) use and/or being under the influence of illegal drugs or other illegal substances (including synthetic drugs) within an Accommodation Complex;
  - (iii) use and/or being under the influence of legal medication contrary to the manufacturer's recommended use or any medical prescription held by the Resident
  - (iv) selling and/or distribution of illegal drugs or other illegal substances (including synthetic drugs);
  - (v) offering, or attempting to procure or purchase, illegal drugs or other illegal substances (including synthetic drugs);
  - (vi) selling and/or distribution of legal medication(s) for the purpose of them being used contrary to the manufacturer's recommended use or any medical prescription;
- (h) the possession of items described in Category 2(k) AND the presence of substances, materials or otherwise which, in the reasonable opinion of the Director MRS, are illegal drugs or other illegal substances (including synthetic drugs);
- (i) engaging in any activity of a criminal nature or in any activity that breaches the law;
- (j) fraudulently or knowingly providing false, misleading or materially inaccurate information to MRS or the University in relation to the Resident's occupation of the accommodation, including (but not limited to) falsifying any documentation submitted to MRS or the University;
- (k) victimisation;
- (l) causing or being likely to cause psychological harm and/or emotional distress through the use of any form of social media, including but not limited to email, text messaging, web pages, digital and physical noticeboards, and image/video sharing;
- (m) engaging in any behaviour where the Resident is connected with MRS (i.e. where the connection is apparent from the Resident's clothing, statements made including in any online format, or the nature of the event) which has significant potential to bring Monash University and/or MRS into disrepute;
- (n) behaviour that endangers the Resident's life, wellbeing, health (both mental and physical) or safety, and/or impacts negatively upon other Residents and/or staff or member of the public either around the Resident and/or in an MRS Accommodation Complex or at an MRS function, including (without limitation) anything that endangers or threatens to endanger their life, wellbeing, health (both mental or physical) or safety;
- (o) any form of hazing, which includes any action or situation (e.g., initiation ceremony,

ritual, challenge or other activity) with or without the consent of participants, for the purpose of admission into, affiliation with, or as a condition for, continued membership or acceptance into a group (e.g. club, team, hall, society). Hazing activities may be intentional or unintentional and may cause or be likely to cause humiliation, discomfort, embarrassment, abuse or physical and or emotional harm to any individual or group;

Additionally, the following allegation/s may also be determined to fall within Category 1:  
(i) a Category 2 allegation that is particularly serious or complex in nature; or  
(ii) repeated instance/s of Category 2 allegations that occur following a formal warning.

## **Safety measures**

**12.5** Following a report or notification of allegation/s falling within Category 1 or 2, in order to minimise potential harm to any person or to the welfare of the MRS residential community, and/or to address any safety concerns identified in respect of any person, the Director MRS may decide to implement safety measure/s pending the resolution of the matter (including the finalisation of any appeal process).

**12.6** Any safety measure/s:

- (a) must be temporary in nature, and must be proportionate to the seriousness and circumstances of the allegations;
- (b) may involve the reallocation of Resident/s to alternative accommodation, including to another room within the same Accommodation Complex, to another Accommodation Complex, or to off-campus accommodation;
- (c) may include directions that restrict the activities of individuals or groups of any Residents; and
- (d) may include directions that restrict the interpersonal interactions of any Resident/s whilst on Monash University property, or whilst engaging in activities associated with Monash University.

**12.7** The Director MRS may consult with the Safer Community Unit in developing safety measures that have application beyond an Accommodation Complex and/or MRS Residents.

**12.8** A Resident who is the subject of a Category 1 or 2 allegation and who holds a MRS scholarship and/or Student Leadership Position may, at the discretion of the Director MRS, be suspended from their scholarship and/or Student Leadership Position until such time as the allegations have been resolved (including the finalisation of any appeal process).

**12.9** For the avoidance of any doubt, this section overrides any other provision in the Residential Community Standards.

## **13 Minor Breach Procedure (for Category 3 allegations)**

**13.1** Where the Director MRS determines that the allegation/s fall within Category 3, the allegation/s may be dealt with under the minor breach procedure set out in this section, unless the Director MRS determines that:

(a) the allegation/s are serious or complex in nature - in which case they must be dealt with as Category 2 allegations; and/or

(b) in addition to Category 3 allegation/s, there are other allegations against the Resident that fall within Category 1 or 2 - in which case all the allegations should be dealt with together under that other category.

**13.2** The RLS is responsible for investigating and determining Category 3 allegation/s. Subject to section 13.3, the RLS may determine their own procedure in addressing the allegation/s including making inquiries and informing themselves as appropriate, having regard to the circumstances and the minor nature of the allegation/s.

**13.3** As part of the process of inquiring into the allegation/s, the Resident must be informed of the allegation/s and must be given a reasonable opportunity to provide their response. For example, the RLS may ask the Resident to provide a written or verbal response to the allegation/s, with a level of formality that is appropriate having regard to the circumstances and the minor nature of the allegation/s. The RLS must consider any response provided by the Resident in determining the allegations.

**13.4** The RLS will determine whether the allegation/s are proved. The RLS may: (a) if not satisfied that an allegation is proved - dismiss the allegation; or (b) if satisfied that an allegation is proved - find that the Resident has committed a breach of the Residential Community Standards.

**13.5** Where a Resident is found to have committed a breach of the Residential Community Standards for a Category 3 allegation/s, the RLS may impose a sanction/s. The sanction/s that may be imposed by the RLS include but are not limited to:

<b>Loss or restriction of privileges</b>	Limitation or removal for a set period of time of social or personal privileges (e.g., withdrawal of approval to bring, keep or consume alcohol on MRS premises).
<b>Service to the MRS Community</b>	Requirement to complete a certain project to give something back to the MRS community and learn something at the same time. Wherever possible, there should be a logical relationship between the breach and the assigned community service.
<b>Informal reprimand</b>	A verbal reprimand/warning reminding the Resident of accepted standards of behaviour. This may be used for a minor breach that is admitted by the Resident but where a formal warning is regarded as inappropriate in the circumstances.
<b>Formal warning</b>	A formal written warning will set out the breach and require no further breach of the Residential Community Standards to occur in the future.

**13.6** A Resident may appeal a finding and/or sanction under this section in accordance with section 16.

## **14 General Breach Procedure (for Category 2 allegations)**

**14.1** Where the Director MRS determines that the allegation/s fall within Category 2, the allegation/s should be dealt with under the general breach procedure.

**14.2** The Director MRS may determine that Category 2 allegations should instead be dealt with under the serious breach procedure (Category 1) where:

- (a) the Category 2 allegation/s are particularly serious or complex in nature; or
- (b) there are repeated instance/s of Category 2 allegations that occur following a formal warning.

**14.3** The Director MRS at their discretion may determine that the allegation/s should be managed by the RLS or may retain responsibility for managing and determining the allegations themselves.

**14.4** The Director MRS may decide to refer the investigation of the allegations to designated person/s within:

- (a) MRS; or
- (b) Monash Security Services; or
- (c) Monash Safer Community Unit; or
- (d) any other person/s nominated by the Director MRS to conduct the investigation; (hereafter referenced as the 'Nominated Investigator').

**14.5** The role of the Nominated Investigator is to make inquiries and obtain evidence and material relevant to the investigation of the allegations. Where a Nominated Investigator is appointed, they may produce a report setting out findings and recommendations, but they do not make any decision as to whether a breach has occurred.

**14.6** At an appropriate stage of the investigation of the allegation/s, the RLS or the Director MRS or the Nominated Investigator (as applicable) will advise the Resident by written notice:

- (a) that a Breach is being investigated;
- (b) of details of the allegation/s against the Resident (including where and when the conduct is alleged to have occurred);
- (c) that the Resident will be given an opportunity to respond to the allegation/s in a meeting that will be held at a specified date, time and place;
- (d) that the Resident may be accompanied at the meeting by a support person, subject to the requirements of section 14.7(c) below;
- (e) that if the Resident does not wish to attend the meeting, they may choose to provide a written response to the allegations with such written response to be provided within 5 business days of the date on which the meeting referred to in above section 14.6(c) was scheduled, or otherwise at a later date as agreed by the RLS or Director MRS;
- (f) that if the Resident fails to attend the meeting after being given a reasonable opportunity to do so, and fails to notify the RLS or Director MRS prior to the date and time of the meeting that it is their intention to provide a written response in accordance with section 14.6(e), the RLS or Director MRS may decide the Breach based on the material available to them;

(g) that the Resident may provide to the RLS or Director MRS or the Nominated Investigator any information or material they wish to be considered within five business days of the date of the meeting; and

(h) instructions about how the Resident can access a full copy of this Part of the MRS Conditions of Residency.

**14.7** At a meeting with the RLS or Director MRS or Nominated Investigator:

(a) The RLS or Director MRS or Nominated Investigator will state the allegation/s comprising the Breach, and provide an outline of relevant evidence;

(b) The Resident will be given the opportunity to respond to the allegation/s; and

(c) If the Resident has brought a support person to the meeting:

(i) The role of the support person is to observe the meeting and provide support to the Resident in the context of the meeting;

(ii) The support person may not represent the Resident, advocate for the Resident or speak on the Resident's behalf;

(iii) The support person does not require advance approval. However:

A. the RLS or Director MRS or Nominated Investigator may request that the Resident provide the name of the support person prior to the meeting; and

B. the RLS or Director MRS or Nominated Investigator may refuse permission for a particular person to attend as a support person where they reasonably believe the person is subject to an actual or potential conflict of interest; and

C. for the avoidance of doubt, a person will not be permitted to act as a support person if they are a MRS staff member, a Resident Advisor, a witness in the investigation of the allegation/s, or were involved in the incident to which the allegation/s relate; and

(iv) The RLS or Director MRS or Nominated Investigator may nominate another staff member to also be present during the meeting.

**14.8** The RLS or Director MRS (as applicable) will determine whether the allegation/s are proved.

The RLS or Director MRS may:

(a) if not satisfied that an allegation is proved - dismiss the allegation; or

(b) if satisfied that an allegation is proved - find that the Resident has committed a breach of the Residential Community Standards.

**14.9** Where a Resident is found to have committed a breach of the Residential Community Standards for a Category 2 allegation/s, the RLS or Director MRS (as applicable) may impose a sanction/s.

The sanction/s that may be imposed include but are not limited to:

<b>Restitution</b>	Reimbursement for damage to, or misappropriation of, property.
<b>Loss or restriction of privileges</b>	Limitation or removal for a set period of time of social or personal privileges (e.g., withdrawal of approval to bring, keep or consume alcohol on MRS premises)
<b>Service to the MRS Community</b>	Requirement to complete a certain project to give something back to the MRS community and learn

	something at the same time. Wherever possible, there should be a logical relationship between the breach and the community service assigned.
<b>Formal written warning</b>	A formal written warning will set out the breach and require no further breach of the Residential Community Standards to occur in the future.

**14.10** In addition to the sanction/s set out above:

(a) where the Resident previously received a formal written warning for a breach (of any category) – the Director MRS may evict the Resident from MRS by issuing the Resident with a written Notice to Vacate; and

(b) where a Resident has received two formal warnings during any previous residency period for a breach (of any category) – the Resident is ineligible to apply for future accommodation at MRS (unless the Director MRS decides to make an exception, based on special circumstances, at their absolute discretion).

**14.11** A person who has been evicted under section 14.10 (including during a previous residency period) is ineligible to apply for future accommodation at MRS and must not attend or enter an Accommodation Complex for any reason.

**14.12** A Resident may appeal a finding and/or sanction under this section in accordance with section 16.

### **15 Serious Breach Procedure (for Category 1 allegations)**

**15.1** Where the Director MRS determines that an allegation falls within Category 1, the Director MRS will refer the allegation to the Responsible Officer for General Misconduct to be investigated and dealt with as a report of student general misconduct in accordance with the Student Code of Conduct Policy, unless section 15.2 applies. Allegation/s that involve interpersonal behaviour are referred to the Responsible Officer for General Misconduct through the Safer Community Unit.

**15.2** Where the Director MRS determines that an allegation falls within Category 1, and where clear and compelling evidence to prove or disprove the alleged breach is available at the time of making the determination (for example, where there is clear CCTV footage depicting the incident), the Director MRS may in their discretion proceed to determine whether the allegation is proved. The Director MRS may: (a) if not satisfied that the allegation is proved - dismiss the allegation; or (b) if satisfied that the allegation is proved - find that the Resident has committed a breach of the Residential Community Standards.

**15.3** Where the Director MRS proceeds under section 15.2, following any decision under 15.2(a) or 15.2(b) and any decision as to sanction under section 15.5, the Director MRS will refer the matter to the Responsible Officer for General Misconduct for them to deal with as student general misconduct in accordance with the Student Code of Conduct Policy.

**15.4** Following either:

- (a) a finding of student general misconduct against the Resident in respect of the conduct that is the subject of the allegation/s pursuant to the Student Code of Conduct Policy.; or
- (b) a determination by the Director MRS under section 15.2(b) that the allegation/s are proved, the Director MRS may impose sanction/s on the Resident in accordance with section 15.5.

**15.5** The sanction/s that may be imposed include but are not limited to:

- (a) the sanctions that are available for a Category 2 breach; and/or
- (b) eviction, in which case the Director MRS will issue the Resident a written Notice to Vacate.

**15.6** For the avoidance of doubt, if the Director MRS is satisfied that an allegation is proved in accordance with clause 15.2(b), nothing in this clause 15 is to be read or construed as to limit the Director MRS' right to immediately issue the Resident with a written notice to vacate (including, but not limited to, in circumstances where the Director MRS determines that the Resident's conduct posed a serious risk to the safety and/or wellbeing of the Resident, to any other Resident or to any other person/s).

**15.7** Where the allegations fall within items (a) – (o) of Category 1, a presumption that the Resident will be evicted applies. This presumption can be overridden at the absolute discretion of the Director MRS where there is compelling material to show that eviction would be an inappropriate outcome in the circumstances.

**15.8** A person who has been evicted under section 15.5 (including during a previous residency period) is ineligible to apply for future accommodation at MRS and must not attend or enter an Accommodation Complex for any reason.

**15.9** A Resident may appeal a finding and/or sanction imposed by the Director MRS under this section, in accordance with section 16.

**16 Appeal of a decision following a finding of breach of conditions of residency**

**16.1** This section sets out a Resident's right of appeal in relation to the following decisions (hereafter referenced as an 'MRS Appeal'):

- (a) Minor Breach Procedure:
  - (i) a finding under section 13.4; and/or
  - (ii) sanction under section 13.5;
- (b) General Breach Procedure:
  - (i) a finding under section 14.8; and/or
  - (ii) a sanction under section 14.9; and/or
  - (iii) an eviction under section 14.10;
- (c) Serious Breach Procedure:
  - (i) a finding under section 15.2; and/or
  - (ii) a sanction under section 15.5(a) and/or
  - (iii) an eviction under section 15.5(b).

**16.2** For the avoidance of doubt:

(a) any decision - either a finding or penalty or both - of the Responsible Officer for General Misconduct is subject to separate avenues for appeal established under the Monash University (Council) Regulations, the Student Code of Conduct Policy., and associated procedures; and

(b) where the Director MRS makes a decision in accordance with section 15.4(a)(i.e., the Director MRS proceeds to impose a sanction following a finding of student general misconduct by the Responsible Officer for General Misconduct), the Resident may only appeal the decision of the Director MRS to impose a sanction/s and/or eviction under these Conditions of Residency. The decision by the Responsible Officer for General Misconduct (on which the decision of the Director MRS to impose a sanction/s and/or eviction is based) cannot be appealed under these Conditions of Residency;

(c) other procedural decisions or actions that may be made by a RLS or Director MRS or a Nominated Investigator during the course of the investigation and/or resolution of allegation/s under a breach procedure (for example, a category determination, the implementation of safety measures) are not appealable under this section but may be the subject of a complaint under the Student Complaints Policy and associated procedures.

**16.3** An MRS Appeal will be conducted by:

(a) the Chief of Staff, Office of the Deputy Vice-Chancellor (Student Experience) and Senior Vice-President or their nominated representative, where the decision under appeal is a decision of the Director MRS; or

(b) the Director MRS, for decisions made by a RLS, (hereafter referenced as the 'MRS Appeal Officer').

**16.4** To apply for a MRS Appeal, a Resident must submit a written request to the MRS Appeal Officer stating:

(a) the decision which the Resident requests to be appealed; and

(b) the reasons for the appeal.

**16.5** Unless there are exceptional circumstances (as determined by the MRS Appeal Officer in their reasonable discretion), the request must be received by the MRS Appeal Officer within seven (7) calendar days (including weekends) after the Resident receives written notification of the decision.

**16.6** An application for a MRS Appeal in relation to a decision that is a finding may only be submitted on one or more of the following grounds:

(a) actual bias or a reasonable apprehension of bias on the part of the decision maker;

(b) new evidence exists that was not reasonably available to the Resident during the investigation, which had the potential to affect the decision;

(c) a breach of the rules of natural justice which had potential to affect the outcome of the investigation or decision; or

(d) the decision is manifestly wrong.

**16.7** An application for an MRS Appeal in relation to a decision that is a sanction or eviction may only be submitted on one or more of the following grounds:

(a) the sanction imposed is excessive; or

(b) actual bias or a reasonable apprehension of bias on the part of the decision maker.

**16.8** Where a Resident has submitted their application for an MRS Appeal to the MRS Appeal Officer in accordance with section 16.4 for an appeal on a ground set out in section 16.6 or 16.7, the sanction or eviction is suspended until the MRS Appeal Officer concludes the appeal. However, during the suspension, safety directions imposed under section 12.5 may continue (or be superseded with additional or alternative safety directions) in order to properly manage the welfare of Residents and the wider community until the appeal has concluded. For the avoidance of doubt, a safety measure that involves reallocating the resident to alternative accommodation (including off-campus accommodation) may be continued/imposed/superseded (as applicable) during the appeal period. If the Resident holds an MRS scholarship and/or Student Leadership Position, any suspension from their scholarship and/or Student Leadership Position may continue pending the outcome of the appeal, at the discretion of the Director MRS.

### **Appeal process (for findings and sanctions other than eviction)**

**16.9** The MRS Appeal Officer will consider the appeal application and whether it satisfies the grounds for appeal under section 16 or 16.7 as applicable. If the appeal application does not satisfy the grounds for appeal, the MRS Appeal Officer will dismiss the appeal application. If the appeal application does satisfy the grounds for appeal, the MRS Appeal Officer may affirm the original decision or set aside the original decision and substitute it with their own decision.

**16.10** The MRS Appeal Officer will provide its decision in writing to the Resident. Within seven calendar days after a Resident receives notification of the decision, the Resident may submit to the MRS Appeal Officer a written request for reasons for the decision. The MRS Appeal Officer will provide written reasons within 14 calendar days after receiving the Resident's written request. Appeal process (for decision to evict)

**16.11** The MRS Appeal Officer will appoint a panel to consider and determine the appeal, with the panel comprising:

- (a) A person nominated by the Chief of Staff, Office of the Deputy Vice-Chancellor (Student Experience) and Senior Vice-President (who will chair the panel);
- (b) A RLS from a residence other than the residence where the Resident had accommodation;
- (c) A member of the MRS Residents' Committee from a residence other than the residence where the Resident had accommodation and who has no close personal relationship with the Resident. If no suitable representative from the MRS Residents' Committee can be found, the Chief of Staff, Office of the Deputy Vice-Chancellor (Student Experience) and Senior Vice-President may appoint another Resident from a residence other than the residence where the Resident had accommodation and who has no close personal relationship with the Resident; and
- (d) If the MRS Appeal Officer determines that the inclusion of another student on the appeal panel is for any reason inappropriate, they may choose to appoint another person as appropriate to the panel in place of a student Resident.

**16.12** The panel may decide the appeal request based on the documents submitted to it by the Resident and the Director MRS and any other person with information that may assist the panel, or after convening a meeting of the panel at which the Director MRS and the

Resident may attend. The panel meeting may be rescheduled once at the reasonable request of the Resident, provided that the request is received by the MRS Appeal Officer at least three days prior to the original scheduled date. If the Resident fails to attend the meeting, the appeal request may be determined in the Resident's absence.

**16.13** If there is a meeting of the panel which the Resident attends, the Resident may be accompanied by a support person. The support person does not require advance approval.

However:

- (a) the chair of the panel may request the Resident to provide the name of the support person prior to the meeting; and
- (b) the chair of the panel may refuse permission for a particular person to attend as a support person where they reasonably believe the person is subject to an actual or potential conflict of interest; and
- (c) for the avoidance of doubt, a person will not be permitted to act as a support person if they are a MRS staff member, a Resident Advisor, a witness in the investigation of the allegation/s, or were involved in the incident to which the allegation/s relate.

**16.14** Once the panel has considered the appeal request, it may either:

- (a) confirm the decision to evict the Resident with no further right of appeal;
- (b) set aside the notice to vacate and impose an alternate sanction; or
- (c) set aside the notice to vacate with no further action.

**16.15** The chair of the panel will provide its decision on the appeal request in writing to the Chief of Staff, Office of the Deputy Vice-Chancellor (Student Experience) and Senior Vice-President, Director MRS, and the Resident. Within seven calendar days after the Resident receives the written decision, the Resident may submit to the MRS Appeal Officer a written request for reasons for the decision. The written reasons for the decision will be provided to the Resident, Chief of Staff, Office of the Deputy Vice-Chancellor (Student Experience) and Senior Vice-President, and the Director MRS in writing within 14 calendar days after receiving the Resident's written request.

**16.16** Until a decision is made under Section 16.15, the Director MRS may review and vary the original decision (including sanctions) concerning a breach.