



# Swinburne Student Residences

## Code of Conduct 2025

Updated 21 October 2024



## OBJECTIVE OF THIS CODE OF CONDUCT

The Swinburne Student Residences Code of Conduct, in conjunction with the Residential Handbook, General Licence Agreement, and applicable Swinburne University policies, is intended to regulate the conduct of students who reside in the Swinburne Student Residences, use Residences facilities and services or participation in Residences activities, and facilitate the proper functioning of the Residences.

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# **1. Resident's Right and Responsibilities**

## **1.1 Residents' Rights**

As a member of the residential community, you have the right to expect the following:

- 1.1.1 The ability to sleep and study free from undue interference, unreasonable noise, and other unreasonable distractions
- 1.1.2 Personal privacy within the limits of the Residences
- 1.1.3 A clean and safe living environment
- 1.1.4 Freedom from bullying, violence, sexual harassment, discrimination and other forms of harassment
- 1.1.6 Assistance and support from the Swinburne Student Residences staff, Residential Advisors and the wider University

## **1.2 Residents' Responsibilities**

- 1.2.1 Help maintain an environment conducive to academic study
- 1.2.2 Treat fellow residents and staff with respect, consideration, and cooperation
- 1.2.3 Accord every resident personal dignity and report incidents of bullying, violence, sexual harassment, discrimination and other forms of harassment to Residential staff
- 1.2.4 Understand and comply with all University and Residences policies and regulations; including those that apply to all formally organised events both on- and off-campus
- 1.2.5 Resolve personal and community issues in a calm and respectful manner
- 1.2.6 Make informed decisions regarding the consumption of alcohol. If you choose to consume alcohol you are expected to do so in a responsible manner
- 1.2.7 Exercise an individual commitment to personal and community safety and security, by not intentionally or recklessly placing oneself or other persons at risk
- 1.2.8 Comply with reasonable requests from University and security staff, and contractors
- 1.2.9 Attend events you sign up for. If you are not able to attend, you must cancel within two business days for events that have associated costs, or you will be charged for the cost of the ticket

## 2. Resident Conduct and Unacceptable Behaviour

All residents are expected to not engage in “Unacceptable Behaviour” or “General Misconduct”, as defined in the Swinburne University People, Culture and Integrity Policy addressing Unacceptable Behaviour, which can be found at the following address:

<http://www.swinburne.edu.au/policies-regulations/policies/people-culture-integrity/unacceptable-behaviour/>; and

The Swinburne Student General Misconduct Regulations (2012), which can be found at the following address:

<http://www.swinburne.edu.au/policies-regulations/statutes-regulations/student-general-misconduct/>

Unacceptable Behaviour and General Misconduct includes the following:

### 2.1 Bullying

Bullying is characterised by repeated, unreasonable behaviour directed at an employee or student, or group of employees or students, that creates a risk to health and safety.

Bullying behaviour is that which a reasonable person in the circumstances would expect to victimise, humiliate, undermine, threaten, degrade, offend or intimidate a person. The behaviour can include actions of an individual or a group and may involve the bully using a system of work or inappropriately asserting power.

Whilst generally characterised by repeated behaviours, one-off instances can amount to bullying.

### 2.2 Violence

The University is committed to providing an environment for work and study that is free from violence.

Violence is a physical assault or attack by direct or indirect application of force that creates a risk to health and safety. The attacker’s intent is not determinative.

The University does not accept violence, threats or abuse under any circumstances and encourages the early reporting of any such incidents, with offenders subject to disciplinary action and criminal proceedings.

### 2.3 Sexual Harassment

The University is committed to providing an environment for work and study that is free from sexual harassment.

Sexual harassment is defined by legislation in Victoria. It is when a person:

- makes an unwelcome sexual advance, or an unwelcome request for sexual favours to another person
- engages in any other unwelcome conduct of a sexual nature in relation to another person

where a reasonable person in the circumstances would anticipate the other person would be offended, humiliated or intimidated.

Conduct of a sexual nature can include physical intimacy, remarks with sexual connotations and sexual gestures, actions or comments. The intention of the offender is irrelevant.

Sexual harassment is unlawful and will not be tolerated by the University in workplace and study environments.

The 'workplace' can extend beyond the University campus. For example, sexual harassment in employment can also occur outside working hours where employees are in proximity to each other as a result of a connection with work, such as a conference or work sponsored event.

Likewise sexual harassment can occur in any study related location including the classroom, at conferences, field trips and excursions. It can occur remotely, for example through emails, texts and social media.

It is important to recognise that forms of behaviour that may initially appear mild or trivial can constitute sexual harassment, particularly in relationships of differing power or status such as a staff member and a student or a manager and an employee.

Victims of serious offences such as sexual assault and stalking will be supported to report to the police if they wish to do so (acknowledging that victims should not be disempowered by having the university report).

At the same time, it is important to acknowledge that relationships and interactions that are based on mutual attraction or friendship and are consensual or reciprocated do not constitute sexual harassment.

## **2.4 Discrimination**

The University is committed to providing an environment for work and study that is free from discrimination.

Discrimination is unlawful in education, employment, and the provision of goods, services and accommodation.

Discrimination is defined by legislation in Victoria. It includes both direct and indirect discrimination. Direct discrimination occurs if a person treats, or proposes to treat, a person with an "attribute" unfavourably because of that attribute. Indirect discrimination occurs if a person imposes, or proposes to impose, a requirement, condition or practice that will disadvantage a person with an attribute and is not reasonable.

For the purposes of determining discrimination, the offender's awareness and motive are irrelevant.

## **2.5 Harassment**

The University is committed to the development of a learning and working environment that is as far as practicable free from all forms of harassment and vilification.

Harassment is any form of behaviour that is not wanted, is not asked for and that a reasonable person would consider likely to create a hostile or uncomfortable workplace by humiliating, intimidating or offending another person because of an attribute protected by the law.

Racial and religious vilification is behaviour that incites or encourages hatred, serious contempt, revulsion or severe ridicule against another person or group of people, because of their race or religion. Acts of racial and religious vilification are unlawful in any public place.

## 2.6 General Misconduct

For the purposes of this Code of Conduct, it is general misconduct if a resident:

- while on Swinburne Student Residence premises, using Residences facilities and services or engaging in Residences activities:
  - commits an offence
  - engages in conduct which causes the University to be guilty of a crime; or
  - intentionally or recklessly causes injury to another person
- intentionally or recklessly causes damage to, or commits theft of:
  - Residences property; or
  - property on Residences premises;
- interferes with or improperly or unsafely uses Residences property, facilities or services;
- while on Residences premises, using Residences facilities or services or engaging in Residences activities engages in improper behaviour, including:
  - harassment;
  - threatening or intimidating behaviour;
  - use of abusive or offensive language;
  - disorderly behaviour;
  - breach of the peace;
  - access, display, download, upload or broadcast of offensive material;
  - acting in breach of laws or rules of conduct relating to smoking, alcohol consumption, use of drugs, gambling, occupational health and safety or discrimination;
- engages in conduct which is detrimental to the reputation of the Residences;
- engages in a pattern or sequence of conduct which places substantial demand on Residences resources, vexatiously or without proper justification;
- offers a bribe or other improper inducement in relation to the provision of Residences services or the discharge of the functions or duties of Residential staff;
- engages in misrepresentation in relation to the provision of University or falsely claims an identity, qualification, prior learning or experience;
- acts in breach of a provision of a University statute or regulation relating to conduct;
- promotes or sells products or services within the Residences, either as an individual, or on behalf of another individual or organisation;
- undertakes or organises any fundraising, sponsorship or advertising activities within the Residences without the prior written approval by the Associate Director Student Housing and Finance;
- enters into any formal or implied agreement with another organisation, business or divisions of the University on behalf of the Residences;
- represents the Residences or the University without the written permission of the Associate Director Student Housing and Finance;
- uses the University and/or Residences logo and names without authorisation;
- incites another person to commit general misconduct;
- does not adhere to Victorian and Federal Government legislation and advice, including during a declared State of Emergency (such as a pandemic or bush fire). All residents are expected to remain up to date with and adhere to current legislation as outlined by Federal

and State jurisdiction in these situations. Current Victorian Government legislation can be found at the following website: <https://www.legislation.vic.gov.au/> . All residents must adhere to the directives of the University and staff, when the University has to manage incidents relating to the declared State of Emergency;

- is not fully vaccinated as mandated by the University, when living in the Residences. The University will terminate the licence agreement of any resident who is not fully vaccinated. Residents must upload their vaccination certificate to Swinburne before they move into the Residences.

### **3. Smoking, Drug and Alcohol Use, and Prohibited Materials**

#### **3.1 Alcohol**

- 3.1.1 Irresponsible, reckless, or anti-social behaviour relating to excessive consumption of alcohol are not permitted in the Residences. This includes but is not limited to:
- Encouraging underage residents to consume alcohol or supplying them with alcohol;
  - Public intoxication;
  - The purchase or use of kegs;
  - Organising and participating in drinking games (e.g. beer pong, flip cup) and pub crawls;
  - Use of drinking devices such as hoses, funnels, punchbowls to consume and mix alcohol;
  - Manufacturing and distributing alcohol;
  - Pressuring residents to consume alcohol
- 3.1.2 Residents under the legal drinking age (18) are not permitted to consume or possess alcohol in the Residences or at any Residences sponsored events.
- 3.1.3 Any behaviour in relation to the consumption of drugs and/or alcohol which infringes on the safety and rights of residents and could be considered as General Misconduct (Section 2.6) is not permitted.
- 3.1.4 Residents are permitted to consume alcohol in the Residential College Dining Hall, College courtyard, and SPS and SPW 3rd floor common rooms and outdoor terraces until 11pm.
- 3.1.5 Residents are not permitted to consume alcohol in College Rooms 211, 311, 411 and 511, and the SPS and SPW 3rd floor study and “chill out” rooms.
- 3.1.6 Glass bottles and drinking glasses (for alcoholic and non-alcoholic beverages) are prohibited from all outdoor areas on the Residences premises, including apartment balconies and adjacent outdoor areas, the SPS and SPW 3rd floor outdoor terraces and the Residential College courtyard.

#### **3.2 Smoking and Vaping**

- 3.2.1 Swinburne University is a smoke-free campus, as part of the commitment to ensuring a safe and healthy environment for staff, students, and visitors.

- 3.2.2 Smoking and vaping is not permitted on University premises, including Residences bedrooms, apartments, common areas, balconies, and outdoor spaces in and around the campus.

### **3.3 Drugs**

- 3.3.1 Use, possession, cultivation and manufacture, or trafficking of any illegal drug is not permitted in the Residences. Marijuana (or cannabis) is considered as an illegal drug in the state of Victoria.
- 3.3.2 Possession of drug paraphernalia (any equipment that is used to produce, conceal, and/or consume illicit drugs) is not permitted in the residences. This includes but is not limited to items such as bongs, herb grinders, and various types of pipes.

### **3.4 Prohibited Materials**

- 3.4.1 Possession or storage of any combustible materials or liquids, explosive devices, firearms, or knives or any other dangerous, or controlled weapon as defined under the Victorian Control of Weapons Act 1990, or any other illegal substances or items is not permitted in the Residences or anywhere on Swinburne property.

## **4. Social Gatherings and Parties**

- 4.1.1 Social gatherings, parties and private functions are not permitted within the residences.
- 4.1.2 Residents must hold private parties off campus to avoid disruptions in the Residences.
- 4.1.3 Social events are not permitted to be advertised via social media or the use of posters.
- 4.1.4 No more than twice the number of tenants should be present in your apartment at any one time (e.g., In a three-bedroom apartment, this would equal 6 people), in accordance with OH&S regulations.

## **5. Noise and Quiet Times**

### **5.1 General Noise Levels**

- 5.1.1 Swinburne Student Residences are intended primarily for study, sleep, and quiet relaxation. Residents are expected to keep noise in and around the Residences to a level which is always consistent with those purposes.
- 5.1.2 While Resident Advisors have direct responsibility for addressing noise violations, all Residents are expected to assume a degree of responsibility for addressing those residents who infringe upon their right to sleep and study.



- 5.1.3 The following activities are not permitted (unless permission has been granted by the Associate Director): use of amplified sound sources such as electronic devices, amplified musical instruments, drum equipment, live music/bands, DJ equipment, etc., at a level which is likely to interfere with the ability of other persons to study or sleep.

## **5.2 Noise Curfews and Final Examination Periods**

The Residences utilises a system of “Quiet Times” to encourage consideration of all residents and the need for quiet to study and to rest.

- 5.2.1 The following restrictions on noise apply:

### **Quiet Times outside the Final Assessment Period:**

Sunday – Thursday	11pm to 9am
Friday and Saturday	12am to 9am

### **Quiet Times during the Final Assessment Period:**

Monday – Sunday	8pm to 9am
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- 5.2.2 All noise outside the Quiet Times listed above is to be kept to a minimum.
- 5.2.3 All residents wishing to celebrate the end of their examination or assignments are asked to do so off campus and minimise noise on their return to the Residences.

## **6. Residences Facilities, Room Usage, and Damages**

### **6.1 Room Condition and Damage**

- 6.1.1 Residents are required to complete and submit a Premises condition report within three business days of the occupation date. The condition report will be available online through the Residences Portal.
- 6.1.2 Where applicable, residents are required to submit a condition report for the shared facilities of their apartment within five business days of their occupation date, in cooperation with any other occupants of the shared apartment.
- 6.1.4 Residents will be charged for any damage or removal of items, or other loss incurred to the furniture and equipment provided in their room and shared facilities, as a result of the carelessness or misconduct of the resident, unless individual responsibility is determined.
- 6.1.6 Residents are required to notify the Residences of any damage to or removal of items from their room or shared facilities as soon as they become aware of the damage or removal, within reason.
- 6.1.7 At the conclusion of their licence period, residents are required to leave their room and shared facilities in the same condition as when they took occupancy, excepting for fair

wear and tear, and damage by events outside their control. This includes removing all rubbish and personal items.

- 6.1.8 Only 'Blu-Tac' or similar non-damaging adhesives may be used to mount posters, decorations etc. onto walls, doors or other surfaces in the bedroom or apartment common area. When such items are removed, all traces of adhesive must be removed. The use of tape, glue of any kind, or of any fixing which penetrates the mounting surface, e.g., pins, nails is not permitted. If any damage occurs because of mounting or removing such items, the cost of repairing the damage caused will be charged to the resident.
- 6.1.9 Decorations are not to be mounted in shared facilities or common areas, without the permission of Residences management. This includes but is not limited to areas such as common rooms, dining halls, corridors, balconies, meeting rooms, tv rooms, foyers. No items of any kind are allowed to be attached to Fire Doors, these doors include all apartment doors and College bedroom doors, as well as any other Fire Doors throughout the buildings.
- 6.1.10 Residents are not permitted to make any mechanical, electrical, or physical changes to a room or building, and are not permitted to perform or personally arrange for a third party to perform any maintenance repairs.
- 6.1.11 Residents are not permitted to remove, alter, or damage any signs in the Residential premises.
- 6.1.12 The cost of any damages charged to the resident will be in accordance with the Damage & Cleaning Charges Costings sheet available upon request from [residences@swin.edu.au](mailto:residences@swin.edu.au)

## **6.2 Furniture and Appliances**

Swinburne furnishes rooms and apartments to minimise the amount of items residents need to supply on their own, and to minimise damage caused by moving furniture in and out of the Premises.

- 6.2.1 Residents are responsible for keeping all furniture in a position that does not obstruct or hinder entry or exit from any rooms.
- 6.2.2 Residents are not permitted to place personal furniture in the courtyard or on the balcony of their apartments.
- 6.2.3 Personal beds and mattresses are not permitted in the Residences, except for medical reasons (must provide supporting letter from a doctor).
- 6.2.4 Residents are responsible for ensuring that all provided furniture is returned to their original locations at the conclusion of their stay. Any costs associated with moving or replacing missing furniture will be charged to the resident responsible.
- 6.2.5 Non-approved personal furniture may be removed, and the cost passed on to the residents. Please refer to the Residential Handbook for details on approved and banned personal furniture.
- 6.2.6 Residents are not permitted to operate or install air-conditioners or any large appliances such as full-size fridges, dishwashers or washing machines in their room or apartment, with the exception of any appliances provided by the Residences.

### **6.3 Unoccupied Bedrooms and Apartments**

Residents must not enter and/or make use of uninhabited bedrooms, or use the items contained in uninhabited bedrooms. Residents found to be in breach of this rule may be charged the cost of cleaning and the nightly rate for occupying the room.

### **6.4 Occupied Bedrooms and Apartments**

- 6.4.1 Residents are not permitted to change rooms without approval from Residential staff. Residents involved in an unauthorised room change will be required to return to their originally allocated room and will be charged for the cost of the room clean by the Residences.
- 6.4.2 Residents must always keep their key cards with them. Residents who are locked out will be charged a lockout fee as detailed in the Handbook.
- 6.4.3 Residents are not permitted to enter another resident's room unless by the express invitation of that room's resident.
- 6.4.4 Residents are not permitted to sub-let their room to another person.
- 6.4.5 Bicycles and other personal items must not be left in apartment entryways, balconies, any corridor in the Residences or outdoor courtyards. Bicycles must be stored in a bike shed by contacting Facilities and Services.
- 6.4.6 Residents are not permitted to display laundry, clothing, or hang any kind of banner or other item from, or on the balcony or courtyard outside of an apartment. Fines imposed by Council will be passed on to residents.

### **6.5 Common Spaces**

- 6.5.1 Residences furniture must not be removed and/or relocated from any common areas.
- 6.5.2 Residents are not permitted to play ball, or any other disruptive games in the corridors and common spaces in the Residences.
- 6.5.3 Residents are not permitted to skate on residences properties including balconies, outdoor areas, and buildings.
- 6.5.4 Residents are not permitted to mount posters in common areas without the prior consent from the Associate Director or other Residential staff.
- 6.5.5 Residents must remove all personal items from Residences Common areas (including laundries) within 24 hours. If items are left longer than 24 hours, they may be disposed of or donated to charity by the Residences.
- 6.5.6 In the College dining room/share kitchen, crockery and related cooking utensils & equipment that are left unwashed or not put away will be kept until the Friday of that week, after which time it will be disposed of or donated to charity by the Residences.

### **6.6 Wi-Fi Network and Other Infrastructure**

- 6.6.1 Residents are not permitted to establish local area networks, or erect or cause to be erected outdoor television, satellite, or radio aerials.

- 6.6.2 Residents are not permitted to tamper with any of the wireless access points in the Residences or connect personal routers to the Superloop network.

## 7. Guests and Visitors

For the purposes of this Code of Conduct:

A “*Guest*” is classified as any non-resident staying overnight at the Residences at the expressed or implied invitation of a resident.

A “*Visitor*” is classified as any non-resident visiting the Residences at the expressed or implied invitation of a resident but does not stay overnight.

- 7.1.1 All guests must be at least 18 years of age.
- 7.1.2 Apartment residents may have guests in their apartment one night a week only. Residents who have guests staying more than one night per week, may be charged for the additional nights occupied by their guests. The charge will be at the discretion of the Associate Director.
- 7.1.3 All guests must be registered. Residents can register their guests via Student Reception (Monday - Friday, 9am - 5pm) or with the Duty RA (outside office hours).
- 7.1.4 The Associate Director or University staff may refuse entry to any guest or visitor into the Residences or evict any such a person from the Residences premises.
- 7.1.5 Guests are not permitted to stay in the Residences during Orientation week or the pre-examination and examination periods without the written permission of the Associate Director.
- 7.1.6 Residents will be held accountable for the actions and behaviour of their guests and visitors. This includes being financially responsible for any costs related to damages caused by their guests and visitors.
- 7.1.7 It is the responsibility of the resident to explain the code of conduct to their guests and visitors and to always accompany their guests.
- 7.1.8 Residents are not permitted to give their access or student id cards to non-residents.
- 7.1.9 A guest must be accommodated in the host resident’s bedroom only.
- 7.1.10 Guests are not permitted to make use of any room, common space, equipment, and facilities within the Residences, except in the company of and at the express invitation of a resident and only if no other resident is inconvenienced by such use.
- 7.1.11 Facilities and equipment such as washers and dryers, etc. may not be used by visitors or guests.
- 7.1.12 Guests and visitors are not permitted to participate in events organised for residents without invitation from Residential staff.

## **8. Safety**

### **8.1. Fire Safety**

- 8.1.1 Fire alarms, hoses, heat and smoke detectors, automatic door closers, fire blankets, extinguishers and other fire safety equipment are to be used only for their intended purpose. Misuse of or tampering with fire safety equipment is a criminal offence. Any resident found to have misused or tampered with fire safety equipment may have their license agreement terminated.
- 8.1.2 If a resident's deliberate or careless actions lead to the activation of fire alarms or other emergency or security systems, that resident may be fined and have disciplinary action taken against them.
- 8.1.3 In the event that emergency services attend the Residences as a result of a resident's deliberate or careless actions, all charges incurred by the University in relation to that attendance may be passed on to that resident.
- 8.1.4 Use of the following items is not permitted within the Residences:
- Double adaptors
  - Room heating appliances, electric blankets, or any appliance with any exposed heating element, other than those provided by the Residences,
  - Candles, incense burners or any appliance or other item which produces flame or smoke,
  - BBQs (gas or electric), except for those provided by the Residences
  - Cooking equipment in any area excepting designated kitchens or cooking spaces
- 8.1.5 Residents are not permitted to light any fires within the Residential premises.
- 8.1.6 Residents are required to notify the Residences as soon as is reasonably possible if a fault is detected with any smoke detector or other fire or emergency safety device.

### **8.2 Emergency Situations**

- 8.2.1 In the event of a fire alarm or other emergency, residents are required to evacuate the building when instructed to do so by Swinburne Security or authorised University staff members. Residents should, to the best of their ability, follow the advice of Swinburne Security and authorised University staff members in any emergency.
- 8.2.2 Residents are not permitted to knowingly cause, make or circulate false reports or warnings of a catastrophe or emergency.
- 8.2.3 To ensure safety, and to facilitate emergency exit from the buildings, all corridors, exit areas, foyers and stairwells must be kept clear of all personal items (including bikes) and furniture. All items in rooms and apartments must be stored in a way that does not obstruct entry and exit to apartments or rooms.

### **8.3 Personal Electrical Equipment Safety**

Swinburne engages a contractor to test and tag all electrical equipment in the Residences every year. Residents will be given reasonable prior notice to have all personal electrical equipment tested and tagged in accordance with Swinburne's Testing and tagging of electrical equipment policy. Residents who arrive after the March test date will have their devices tested in August.

- 8.3.1 Residents must not use personal electrical equipment that has not been tested and tagged, excepting for devices that are within their warranty period.
- 8.3.2 Residents are not permitted to use and may be required to dispose of any personal electrical items that have failed the test and tag.

#### **8.4 Falling or Thrown Objects**

Throwing objects or allowing objects to fall from any building is dangerous, and potentially lethal. Any resident found to have intentionally or unintentionally caused such action will be sanctioned accordingly, and in the event of causing injury, Swinburne Residences will report the matter to Victoria Police and any other parties as required.

### **9. Cleanliness and Hygiene**

#### **9.1 Cleaning and Food Preparation**

- 9.1.1 Residents are required to keep their room and shared facilities clean, hygienic and free from rubbish
- 9.1.2 Residents share responsibility for the cleanliness of the shared areas of their apartments.
- 9.1.3 Residents who prepare food and drink in kitchens are responsible for cleaning up afterwards and for maintaining those kitchens in a hygienic condition.
- 9.1.4 All food must be stored in sealed containers. If any stored food is considered to be a health hazard by residential staff, it may be disposed of with no compensation payable to the resident.
- 9.1.5 Residents will be charged for the cost of any additional cleaning the Swinburne determines necessary to keep that Resident's room and shared facilities clean and free from rubbish, either during or at the end of the Resident's licence period.

#### **9.2 Waste Management**

- 9.2.1 All waste and unwanted items must be disposed of appropriately. Residents may be charged if a cleaning service is required to dispose of food, personal items, or furniture.
- 9.2.2 Residents are not permitted to collect and store empty bottles or cans in their apartments or on their balconies or courtyards.

#### **9.3 Routine Cleaning Inspections**

- 9.3.1 Having given reasonable notice, Residences staff may undertake routine cleaning inspections of the common areas, courtyards or balconies of the apartments at least once monthly.
- 9.3.2 Having given reasonable notice, Residences staff may undertake routine cleaning inspections of bedrooms at least once every semester.

- 9.3.3 Failure to maintain a clean and hygienic bedroom, apartment or courtyard/balcony may result in disciplinary action.
- 9.3.4 Professional cleaning services will be arranged where apartments fail two cleaning re-inspections in a month (or are excessively dirty, as determined by the Residences). The cost of any such services in apartment shared spaces will be attributed to all residents of that apartment unless individual responsibility can be determined. A cleaning & administrative charge will apply per student, in accordance with the schedule of fees.
- 9.3.5 Residential staff may take photos of any area that requires further cleaning to record why the bedroom or apartment failed a cleaning inspection.

## **10. Right of Entry**

Swinburne reserves the right to enter residents' rooms and apartments both with and without notice, as per clauses 3.1.6, 3.1.7 and 3.1.8.

It is preferred that entry be made by two staff on any such occasion, and staff will knock at least once and announce themselves before entering.

### **10.1 Right of Entry – With Notice**

Swinburne reserves the right to enter the Premises (bedroom) and Shared Facilities (apartment) having provided reasonable notice, from 8am – 6pm in order to:

- 10.1.1 carry out routine inspections of the Premises and Shared Facilities
- 10.1.2 perform facility improvements, repairs, electrical testing and tagging, or inspections as necessary, or as requested by the resident of the Premises or Shared Facilities.

### **10.2 Right of Entry – Without Notice**

Swinburne reserves the right to enter the Premises (bedroom) and Shared Facilities (apartment) without notice in the following circumstances:

- 10.2.1 if general or urgent maintenance repairs are necessary, at any time of day.
- 10.2.2 in the event of an imminent or current electronic lock failure, for the purpose of changing the lock batteries or other necessary repairs to return the lock to full functionality.
- 10.2.3 in an emergency situation, if there is cause for concern over the safety or wellbeing of any resident, or any other extraordinary circumstance.
- 10.2.4 to enter the Shared Facilities (apartment) to access any vacant Premises (bedroom), between 8am – 6pm.

## 11. Pets and Animals

Residents and their guests and visitors are not permitted to keep pets or allow any animals to enter the Residences, or feed or otherwise encourage any animal to approach themselves or the Residences.

### 11.1 Assistance Animals

Swinburne Student Residences recognises the importance of assistance animals to support residents who have accessibility needs. Residents with accessibility needs have the right to be accompanied by a trained assistance animal in areas of the Residences where animals would otherwise be excluded under this Code of Conduct.

11.1.1 An assistance animal refers to a dog that is fully trained to help facilitate the participation of a person with accessibility needs in various aspects of personal and public life. Swinburne Student Residences will only recognise a dog as an assistance animal if the dog is fully trained to assist a person with accessibility needs to alleviate the effect of the disability, and to meet standards of hygiene and behaviour that are appropriate for an animal in a public place.

11.1.2 Assistance Animals are permitted to live in the Residences and to access the premises subject to the following conditions:

- The animal must remain under the effective control of the resident with accessibility needs, or another person on behalf of the person with accessibility needs, at all times (an assistance animal may be under the control of a person even if it is not under the person's direct physical control);
- The animal must not endanger the health and safety of other residents, staff, contractors, visitors or other animals;
- The animal must be free from infectious disease, hygienic and behave appropriately;
- Upon request, the resident must be able to produce evidence of appropriate accreditation or training;
- The person with the assistance animal must be a resident, and is responsible for the hygiene standards in the accommodation where the assistance animal lives or when accessing the Residences premises.
- The resident with the assistance animal will be liable for any damage caused in the apartment by the assistance animal.

11.1.3 The Residences will conduct a review of any request by a resident to have an assistance animal live with them at the Residences. This is to ensure that the resident or prospective resident requiring an assistance animal is placed in accommodation that can suitably house themselves and their animal, with regard to the health and wellbeing of the individual and other residents in the apartment, and the nature of the available accommodation.

11.1.4 Any resident that requests to keep an assistance animal at, or have access to the Residences must provide evidence that the dog is a recognised assistance animal. This must be in the form of:

- An accredited assistance dog ID attached to the animal's coat/harness/leash
- A letter from an accredited assistance dog training organisation attesting to the animal's training



- An Assistance Animal Pass issued by Public Transport Victoria (or other States).

## 11.2 Assistance Animals in Training

This refers to a dog that is in the process of undertaking training to become an accredited assistance animal. At the sole discretion of the University, Swinburne will consider an application for an assistance animal in training to live in the Residences if:

- The dog has completed the equivalent of Assistance Dogs Australia's L-plate training (2-12 months) and is currently undertaking P-plate training (12-24 months); and
- The dog is trained to meet appropriate standards of hygiene; and
- The dog is clearly identified as a dog in training (i.e. wearing an appropriate harness/tag/jacket)

Assistance animals in training must comply with the same conditions for living in the Residences that apply to fully trained assistance animals.

## 11.3 Emotional Support Animals

The law does not consider 'emotional support animals' (commonly referred to as companion animals or therapy animals) that provide comfort but are not trained to alleviate the effect of a disability to be assistance animals. Such animals are not permitted at the Residences.

# 12. Academic Performance

The Residential Life Coordinator reviews the academic results of all residents at the end of each semester, and their enrolment status following each census date.

Residents are required to meet with the Residential Life Coordinator if they fail multiple subjects. The purpose of the meeting will be to discuss your academic needs, factors that may be impacting your academic performance, and how the Residences and the University can assist you to improve your performance.

# 13. Readmission

Readmission to the Swinburne Student Residences is not automatic.

When contemplating the readmission of the Licensee, Swinburne may consider whether the Licensee has:

- provided sufficient notice of their intentions to continue their occupancy the year prior
- a satisfactory payment history of Residential Fees and associated accommodation costs
- maintained a record of good behaviour within Swinburne
- completed prescribed "Consent Matters" training (as defined in clause 3.1.4 of the licence agreement)
- complied with the terms and conditions of the licence agreement in the year prior

## 14. Complaints Process

The Swinburne Student Residences is a diverse community in which all residents are expected to respect each other and adhere to the terms of the Licence Agreement, the Code of Conduct and the Residential Handbook. As student accommodation providers, we aim to provide all residents with quality accommodation facilities and services and foster an environment conducive to positive community living and quiet study. Despite this, personal disagreements, conflicts or complaints may sometimes arise.

### 14.1 Personal Disagreements and Conflicts

If a personal disagreement or conflict arises, we encourage you to resolve it in a respectful manner, as you should in any shared living arrangement. You may also wish to speak with your Resident Advisor, who may be able to assist you in resolving these matters.

If the disagreement or conflict remains unresolved or if residents have breached the code of conduct, we encourage you to contact the Residential Life Coordinator at [residences@swin.edu.au](mailto:residences@swin.edu.au)

The Residential Life Coordinator will contact you to schedule a meeting to discuss your concerns.

You can choose to make a report and have your identity remain anonymous to the resident(s) you have a disagreement or conflict with, however this may limit the Residences' ability to address your concerns.

If the matter is of potential high risk to yourself and/or others, we will take all reasonable steps to ensure the safety of those who may be affected.

Residential Management may, *if appropriate*, conduct an investigation to gather more evidence.

### 14.2 Misconduct Meetings

Residential Management will write to the resident(s) to request attendance at a compulsory misconduct meeting to discuss the allegations. These allegations will be listed in the written correspondence.

Resident(s) may bring one support person to the misconduct meeting. During the meeting, the resident will be given the opportunity to respond to the allegations. Residential Management may then choose to conduct a further investigation as appropriate.

### 14.3 Misconduct Meeting Outcome

Residential Management will make a decision based on the information gathered at the meetings with the complainants, alleged perpetrator(s) and if appropriate, evidence from any investigation conducted. The outcome of the compulsory misconduct meeting will be sent to the alleged perpetrator(s).

The Resident will have 21 days to request a review of the decision.

**Note:** If the resident(s) do not schedule a meeting by the date outlined in the letter, a decision may be made in their absence

## 14.4 General Complaints and Feedback

If you are dissatisfied with the services we provide in the Residences (e.g. maintenance service, cleanliness of your apartment or room when you moved in, customer service, residential life etc), we encourage you to please notify us on [residences@swin.edu.au](mailto:residences@swin.edu.au) so that we are able to address this. Residential Management will contact you to discuss your concerns and take appropriate action to address your concerns.

## 15. Sanctions

### 15.1 Financial Sanctions

- 15.1.1 Residences with unpaid accommodation fees more than 14 days beyond their due date may have a financial sanction placed on their Swinburne University student record, at the discretion of the Manager.
- 15.1.2 The financial sanction will prevent enrolment or graduation until the debt is paid in full.
- 15.1.3 The Residences will only request the sanction be lifted once the student has notified the Residences of full payment. It is not automatic.

### 15.2 Misconduct Sanction Levels

There are three levels of misconduct used when residents are found to have breached the Residences Licence Agreement, Code of Conduct or Swinburne University's policies and procedures. Each act of misconduct will be considered under the appropriate level, depending on the severity of the actions or behaviour by the resident.

A resident who has allegedly breached the Licence Agreement, Code of Conduct or Swinburne University's policies and procedures will be required to attend a misconduct meeting. The resident will be given the opportunity to respond to the allegations at the meeting. They may choose to bring an advocate or support person with them.

The Residences will issue appropriate sanctions or penalties if they find that policy has been breached.

If a resident does not attend a compulsory misconduct meeting the Residences will issue sanctions or penalties in their absence.

Residents have the right to appeal any decision made.

The following information provides a broad outline on the three levels of misconduct and the possible sanctions. It is important to note that each case is different, and sanctions may vary depending on, for example (and not limited to), circumstances, the nature of the incident, impact, response to the allegations, previous incidents etc.

## **Level One Misconduct**

Level one misconduct examples (non-exclusive)

- Noise
- Smoking
- Accidental property damage because of intoxication
- Repeated failed cleaning inspections
- Speaking to Swinburne staff or Resident Advisors in a disrespectful or rude manner

Level one sanctions

- Level One written warning
- One or more other sanctions if appropriate, per section 15.3 "Schedule of Possible Sanctions"

## **Level Two Misconduct**

Level two misconduct examples (non-exclusive)

- Repeated misconduct after being sanctioned with a Level One written warning
- Breach of several clauses of the code of conduct in one incident (noise, party in the apartment, more than double the number of persons in the apartment etc.)
- Use of offensive language or jokes
- Excessive noise during a Final Assessment Period
- Bullying
- Harassment

Level two misconduct sanctions

- Level Two written warning
- One or more other sanctions if appropriate, per section 15.3 "Schedule of Possible Sanctions"

## **Level Three Misconduct**

Level three misconduct examples (non-exclusive)

- Repeated misconduct after being sanctioned at level one or level two (depending on the severity of the misconduct incident)
- Physical assault
- Sexual harassment
- Threat to harm others
- Breach of Government Legislation and Advice

Possible level three misconduct sanctions include:

- Level Three final written warning (Probation)
- Referral to the University
- Academic sanction
- Termination of your room licence agreement
- Suspension and or expulsion from the University
- One or more other sanctions if appropriate, per section 15.3 “Schedule of Possible Sanctions”

When a resident is issued with a final written warning (probation), the University will terminate the resident's Licence Agreement if there is further breach of the University's policies or the Residences Code of Conduct.

### **15.3 Schedule of Possible Sanctions**

Possible sanctions for all misconduct levels include but are not limited to:

- Letter of apology
- Reflection letter
- Payment for damages or other costs
- Mandatory counselling
- Relocation to another room or apartment
- Encourage participation in mediation
- No contact order concerning specific resident(s)
- Regular meetings with the Residential Life Coordinator

## **16. Appeals Process**

If you have been issued with a sanction for misconduct, you have the right to apply for a review of the decision within 21 working days of written notification of the decision.

If your sanction has been issued by the Residential Life Assistant or the Residential Life Coordinator, you may wish to apply for a review of the decision by the Associate Director, Swinburne Student Residential Services.

If your sanction has been issued by the Associate Director, Student Residential Services, you may write to the Director, Student Experience for a review of the decision. Any decision made by the Director as part of the review is final.

If your sanction is termination of your room licence agreement, you can request for an extension of the vacation date, pending any appeal outcome to the original sanction. Extensions may not be granted in cases that are considered high risk to others.

You will be advised of any specific details of the appeals process in any sanction notice issued to you.