



COMMUNITY LIVING STANDARDS

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PART 1. RESIDENCE COMMUNITY

Welcome! You are now a member of the Residence Community.

RESIDENTS

As a Resident, you are responsible to read, understand and abide by the Tenancy Terms & Community Living Standards to be a responsible party in the Residence Community. You acknowledge your rights, responsibilities and privileges as well as the rights, responsibilities and privileges of others. You are required to take ownership of your own actions. We hope that you participate in the Residence Community in a positive way and do your part to create and maintain an environment that encourages personal and social growth.

RESIDENCE MANAGEMENT TEAM

The Residence Management Team works hard to ensure that you have a positive living experience in our Residences. We are here to help you meet your aspirations. We understand the importance of having a conducive environment where you can build your own future and chart your own destiny. For this reason, we provide Residences for you to live, learn and lead. The Residence Management Team aims to ensure that the standards outlined in the Tenancy Terms & Community Living Standards are respected and maintained.

1.1 RULES THAT AFFECT YOU IN THE RESIDENCES

The Tenancy Terms & Community Living Standards are a set of guidelines for students that live in our Residences. These are detailed in:

- Part 2. Tenancy Terms
- Part 3. Community Living Standards

All Residents are expected to behave in a manner which is acceptable and conform to Malaysian customs, local laws and regulations anywhere within the Residences. Residents are also required to read, understand and abide by the Tenancy Terms & Community Living Standards. You are advised to download a copy of this Tenancy Terms & Community Living Standards for your perusal (<http://residence.sunway.edu.my>)

1.2 AUTHORITY

The Residence Management Team reserves the right to revise the Tenancy Terms & Community Living Standards from time to time.

The Tenancy Terms & Community Living Standards are intended to be clear to all readers. If you have a question, please consult a member of the Residence Management Team to clarify.

1.3 RESIDENT'S RIGHTS, RESPONSIBILITIES AND PRIVILEGES

As a Resident, you are entitled to enjoy your privileges without compromising and/or disrespecting the Tenancy Terms & Community Living Standards.

RESIDENT'S RIGHTS

As a Resident you are entitled to:

- access your assigned unit/room,
- occupy your assigned unit/room in reasonable comfort and use its furniture,
- live in a clean environment, requiring a joint and equitable effort from you and your unit mate/roommates,
- have your maintenance requests acknowledged and resolved by the Residence Management Team within a reasonable timeframe,
- have your complaints addressed by the Residence Management Team,
- have your concerns and suggestions considered by the Residence Management Team,
- have all reported offences investigated in a reasonable amount of time and efficient manner,
- expect confidentiality from the Residence Management Team with regards to all personal and student conduct-related information in accordance with the Personal Data Protection Act (PDPA); this does not extend to emergency situations that may endanger/jeopardize the safety of our Residents, where the Emergency Contact(s) will be informed (Please refer to TT 2.2.7).

RESIDENT'S RESPONSIBILITIES

As a Resident, you have the responsibility to:

- read, understand and abide by the Tenancy Terms & Community Living Standards,
- pay rent on time,
- provide one (1) month's written termination notice to avoid any penalty,
- conduct yourself in a way that ensures the Residence facilities and grounds are kept in a good condition, including keeping your assigned room and Unit Common Areas in a clean and hygienic state,
- recognize and accept the authority of all members of the Residence Management Team and be respectful, responsive and cooperative in all dealings with them,
- treat Residents and the Residence Management Team with respect, civility, courtesy and consideration,
- respect cultural differences including behaviours, language, customs, beliefs and perspectives,
- report violations of Tenancy Terms & Community Living Standards and take all reasonable measures to ensure the security and safety of the Residence Community,
- respect the rights, privileges and privacy of your unit mate/roommates and work with them cooperatively to keep your unit in a clean and tidy condition,
- respect the rights, privileges and property of all other Residents and Non-Residents,
- take full responsibility for the conduct of your Visitors/Guests, accompanying them at all times within the Residence and ensuring that your Visitors/Guests are aware of and abide by the Tenancy Terms & Community Living Standards,
- secure your personal property,
- be solely liable for any loss or damage to your room and its furniture, public facilities and equipment of the Residence, including Common Areas and be liable for any damages caused by your Visitors/Guests,
- lock all doors at all times for the protection of your property as well as for security reasons for your unit/roommates.
- carry your Residence ID and show it when requested by the Residence Management Team,
- check your email on a regular basis for any official notices from the Residence Management Team,

- update the Residence Management Team on any changes to your personal data, especially your contact details,
- allow the Residence Management Team to enter the unit/room in case of emergencies,
- allow the Residence Management Team to have access to your unit/room with sufficient prior notice, i.e. for maintenance purposes, etc.,
- report damage/loss (partial or full) of Residence property immediately to the Residence Management Team,
- give full cooperation in an investigation for an incident by providing a report and statement,
- seek help and resources to protect your personal health, safety and wellbeing, including but not limited addressing issue(s) of self-harm which may occur by any of your act, omission and/or negligence of health and hygiene;
- ensure that your parents and your unit mate/roommates know your whereabouts.
- ensure that you are contactable in case of emergencies,
- report to the Residence Management Team immediately if your unit mate/roommates is missing for more than 48 hours. This is to enable the Residence Management Team to take immediate action should any untoward incident (if any) had taken place.

RESIDENT'S PRIVILEGES

Privileges enhance the lifestyle in the Residences because they add to the pleasure of the academic and social experience. Privileges are granted to all Residents upon arrival, based on the principle that Residents are expected to conduct themselves in accordance with the R Tenancy Terms & Community Living Standards. There is an important difference between Rights and Privileges. You can expect your Rights to be respected at all times, and you can maintain Privileges with behaviour in accordance with our Tenancy Terms & Community Living Standards. Privileges can be taken away though, if your conduct does not comply with our Tenancy Terms & Community Living Standards.

It is a privilege for you to:

- use the Common Areas and Facilities,
- use and enjoy the resources and services provided in the Residences,
- invite and host other fellow Residents of the same gender who live within your Residence in your Unit Common Area, within the visiting hours*
- invite and host non-Residents in the Residence Common Areas, within the visiting hours*
- be a Visitor/Guest in areas outside your assigned unit/room,
- participate in events and activities organized by the Residences

*Visiting hours are 9am-10pm.

PART 2. COMMUNITY LIVING STANDARDS

2.1 THE OBJECTIVES

The Residence Management Team aims to promote a safe, peaceful and conducive environment that supports the community of Residents in their academic success as well as their personal and social development. We aim to develop a community of individuals that are responsible and respectful towards one another.

The objectives of our Community Living Standards are as follows:

- To create a safe, secure and harmonious living environment.
- To create a responsible, supportive and respectful community.
- To promote a sense of mutual respect and understanding, cultural diversity and inclusiveness.
- To create a conducive learning environment for personal growth and development.
- To educate Residents about the effect that their choices, actions and behaviours may have on themselves and others around them, and thus providing Residents with an opportunity to learn from their behaviours.

The Community Living Standards outlines the behaviours expected as well as the behaviours prohibited within the Residence Community.

2.2 SCOPE & APPLICATION

The Community Living Standards apply to all Residents and their Visitors/Guests. These standards are applicable across all Residences, including all Residence buildings and the grounds of the Residences.

2.3 POLICY & OFFENCES

An offence is any unacceptable conduct, action or omission that violates the Tenancy Terms & Community Living Standards. Offences are described and classified based on three levels of increasing severity (Level 1 to Level 3).

CLS 1. Disruptive Behaviour	
Residents are expected to behave in a manner which is acceptable and conforms to Malaysian customs, local laws and regulations, consistent with the good reputation of their respective Universities, refraining from any behaviour which could endanger human life or health, or cause damage to property, disturb order and peace within the Residences, or curtail the rights and liberties of the other Residents while within the Residences.	
Level 1	a) Throwing, dropping, kicking or knocking objects from/at Residence buildings, windows, or stairwells, whether intentional or unintentional.
Level 2	b) Creating or permitting behaviour within the Residences which may be a nuisance or annoyance to other Residents, the Residence Management Team and the surrounding community.
Level 3	c) Any behaviour deemed to be a physical assault which causes injury to oneself or others. d) Any behaviour or activities that contravene the laws of the land.

CLS 2. Violence and Aggression	
Violent or aggressive behaviour of any kind is not permitted in the Residences. This includes behaviour such as physical force that may potentially cause hurt or damage to someone/something, and/or behaviour that threatens another member of the Residence Community. Violence and aggression includes, but is not limited to physical or verbal acts.	
Level 3	<ul style="list-style-type: none"> a) Any communication or behaviour that is perceived as offensive, abusive, unwanted, aggressive or threatening. b) Any behaviour that causes or has the potential/intent to cause physical or emotional harm. c) Any behaviour deemed to be a physical assault.

CLS 3. Prohibited Items	
The Residence Management Team will take all necessary action including reporting and/or surrendering to the relevant authorities where Residents have been found in possession of any items including but not limited to any prohibited drugs under the Dangerous Drugs Act 1952, weapons or any items considered dangerous and/or illegal.	
Level 3	<ul style="list-style-type: none"> a) Possessing, using, making, selling or being under the influence of an illegal or un-prescribed substance in Residence. b) Possession or use of medication for purposes other than those for which they were prescribed.

CLS 4. Alcohol	
Consumption of alcoholic products is strictly prohibited within the Residences.	
Level 1	a) Possession of the alcoholic product either (with or without any) content within the Residences.
Level 2	b) Displaying the physical effects of intoxication on the Residence Community, for example vomiting, passing out, aggression or significantly disruptive behaviour, or needing medical assistance due to alcohol consumption.

CLS 5. Damages and Vandalism	
<p>Vandalism involving functional/cosmetic damage to property belonging to the Residences is strictly prohibited. Any damage/loss (partial or full) of Residence property must be reported immediately to the Residence Management Team. Residents are responsible for reporting information about damages and vandalism, and those allegedly responsible for causing the damage. A Resident may be held financially responsible for damage to any part of the Unit Common Areas if the Resident, or guest of the Resident is found to be directly or indirectly involved in said damage. All charges for damages to the Unit Common Areas that cannot be traced to those directly responsible will be split equally among the Residents of the same unit.</p> <p>The Resident and any other person sharing a room with the Resident are equally liable for any damages to and/or deficiency in the room and its furnishing, fixtures and equipment, other than damages and deficiencies noted in the Check-in Checklist which are yet to be repaired by the Residence Management Team.</p>	
Level 2	a) Marking any surface through action or neglect, that is not deemed normal wear and tear.
Level 3	b) Wilful damage, vandalism and graffiti or neglect that leads to serious damage to the Residence furniture & fixtures.

CLS 6. Harassment	
Every individual has the right to a safe and respectful environment that is free from attacks on their dignity/integrity. Harassment is an unwanted conduct on the grounds of race, gender, sexual orientation, religion etc. which has the purpose or effect of either violating the claimant’s dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them.	
Level 2	a) Any conduct that could be deemed as bullying, including cyber bullying or bullying on social media be it via a group or an individual.
Level 3	b) Any statement, action or display that could be deemed as inappropriate or derogatory towards an individual or a group. c) Activities that involve the use of materials, including songs or chants, of a discriminatory or offensive nature, or which denigrate an individual or a group are prohibited and may expose those involved to legal action. This includes, but is not limited to any activities involving full or partial nudity, which may be both a criminal offence and a breach of harassment laws.

CLS 7. Smoking	
Smoking (of cigarettes, cigars, pipes and all other substitutes e.g. shisha, e-cigarettes, etc.) or the possession and the display of any related paraphernalia is not allowed in the Residences except in areas specifically designated.	
Level 1	a) Evidence of smoking found in the Unit/room/building (cigarette butt(s), cigarette pack(s), etc.)
Level 2	b) Caught smoking and/or using/in possession of related paraphernalia. Any smoking-related paraphernalia will be confiscated.

CLS 8. Upkeep of the Residences	
<p>Residents are responsible for keeping their rooms and the Unit Common Areas in the Residences, such as the living area, pantry/kitchen and bathrooms clean and tidy at all times. Residents must cover their mattress with bed-sheets at all times. A replacement fee can be imposed for failure to comply or if the mattress is soiled/damaged.</p> <p>Residents are expected to pay for the costs involved in cleaning, repairing or re-painting of their room if they are not maintained in the condition they were in at check-in, with acceptable wear and tear allowed. No nails, hooks, screws, posters and pictures are allowed on the walls, furniture and doors.</p> <p>Residents are strictly not allowed to store their personal belongings in the balcony and/or Unit Common Area. Chairs or other furniture, and decorative items are strictly prohibited at the balcony. All items stored or found in the Unit Common Areas can and may be confiscated.</p> <p>Residents must approach the Resident Management Team to declare ownership of the item(s) within the 1st month the item(s) is confiscated. An email will be sent by the Residence Management Team to notify the Residents to claim ownership of the items upon the items are confiscated. The Residence Management Team reserves the right to dispose the said item(s) should there be no declaration of ownership 1 month after the reminder is sent.</p> <p>Clothes and garments must be put out to dry in the designated areas. Refer to the table below.</p>	

Type of Residence	Designated Areas
Sun-U Apartment	Balcony
Sun-U Residence	Yard
Waterfront Residence	Yard

The Resident Management Team reserves the right to make spot checks on the Residence units and the bedrooms without having to give prior notice to the Residents. Residents whose standard of housekeeping is not acceptable will be asked to rectify the situation. Should there be no improvement, the bedroom or unit concerned will be cleaned by the cleaning staff and the charges incurred will be billed to the Resident.

Level 1	<ul style="list-style-type: none"> a) Littering and spitting in public areas of the Residences. b) Failure to keep common areas in a clean and sanitary condition after use. c) Improper disposal of refuse.
Level 2	d) Any of the above action that constitutes a repetitive action that leads to annoyance/inconvenience to others.

CLS 9. Noise

Noise levels at any time should not detract from any Resident's ability to pursue academic endeavours or to enjoy a peaceful living environment. An individual's right to reasonable quiet supersedes another's right to make noise. Residents are not permitted to make excessive noise (noise that can be heard outside the confines of a Resident's own room or unit which disturbs other Residents is deemed to be excessive) at all times. Noise levels should be reasonably reduced from 10pm-7am daily.

Level 1	a) Excessive noise within the Residences.
Level 2	b) Repetitive excessive noise that interferes with the academic work of Residents and/or significantly disturbs the Residence Community.

CLS 10. Shared Units/Twin-Share or Quad-Share Rooms

All Residents are requested to respect the rights of other Residents. Residents in a shared unit are expected to respect the rights, privileges and privacy of his/her unit mates/roommates and work with them cooperatively to keep the unit in a clean and tidy condition. Residents in a shared room should only utilise furniture and amenities solely assigned for his/her own use, and is liable to share the cost of the utility bills. It is encouraged that ground rules and weekly sync-up meetings are established to manage and prevent conflicts.

Level 1	<ul style="list-style-type: none"> a) Utilise furniture and amenities assigned to others without his/her permission b) Create noise that interferes with other Resident's work, study or sleep.
Level 2	<ul style="list-style-type: none"> c) Creating or permitting behaviour in the Residences which is a nuisance or annoyance to fellow roommates/housemates, which includes exhibiting lack of cultural sensitivity to fellow Residents in the room. d) Repetitive excessive noise that interferes with the academic work of Residents and/or significantly disturbs the Residence Community.

CLS 11. Residence Furniture and Fixtures

All air-conditioners, fans, lights and electrical appliances must be switched off when the Resident is not in the room/unit/respective common areas. All furniture, appliances and other fixtures are not allowed to be moved/re-allocated without the consent from the Residence Management Team. The Residence Management Team shall under no circumstances be liable for any loss, injury or expense incurred by the Residents resulting from the usage of any of the facilities provided.

Residents are required to register at the Residence Management Office in order to obtain permission to utilize some of the facilities of the Residences. Kindly refer to the table below:

Sun-U Apartment	Sun-U Residence	Waterfront Residence
<ul style="list-style-type: none"> • Badminton court 	<ul style="list-style-type: none"> • BBQ Pit • Squash Court* • Badminton Court* • Multipurpose Court* • Swimming Pool** 	<ul style="list-style-type: none"> • BBQ Pit • Games Room • Movie Room • Pool Table • Foosball Table

* Register with Security

**Register name on 'Record Book', which is located at the Security Office

- Residents are not allowed to use facilities other than those provided for at the Residence that he/she resides in.
- Residents using all facilities must strictly abide to the rules set by the Residence Management Team governing the use of such facilities. The Residence Management Team will not be liable for any injuries or loss resulting from any transgression of these rules.

The Resident will be liable for any damage to property of others and for any injury to or death of any person caused by removal of said furnishings or equipment installed by the Residences.

Level 1	<ul style="list-style-type: none"> a) Failure of Residents to upkeep the cleanliness of the facilities after use. b) Failure of Residents to switch off all air-conditioners, fans, lights and electrical appliances after use. c) Failure of Residents to keep their personal equipment/utensil in kitchen lockers, cupboards and shelves in the communal kitchen. d) Removal of furniture, appliances or other fixtures from assigned units/rooms/ or common areas and placing them elsewhere. e) Marking any surface of furniture and fixtures in the assigned units/rooms or common areas through action or neglect, that is not deemed normal wear and tear.
Level 2	<ul style="list-style-type: none"> e) Installation of unauthorized furnishings, equipment or devices in the assigned units/rooms or common areas. f) Alteration, renovation or removal of Resident's room furniture or equipment. g) Wilful damage, vandalism, graffiti or neglect on the furniture and fixtures that leads to serious damage.

CLS 12. Safety & Security

Residence Access Card/Activated University Card: Residents and visitors are required to carry their Residence Access Card/activated University Card at all times in the compound of the Residences and when visiting other Residents in the Residence units. They must produce the Residence Access Card/activated University Card when requested by the Security or the Residence Management Team.

Unit and Room Access: It is the responsibility of the Resident to lock all doors at all times for the protection of their property and that of their unit/roommates as well as for security reasons. Both the entrance and room door must always be closed and locked after entering or leaving the unit. Residents are solely responsible for the safety of their own valuables. The bedroom door, wardrobe and drawers of the study table must be secured whenever the Residents are not inside their rooms.

Level 1	<ul style="list-style-type: none"> a) Residents found not carrying their Residence Access Card/activated University Card b) Failure of Residents to produce the Residence Access Card/activated University Card when requested by Security or the Residence Management Team. c) Failure of Residents to lock all doors, including the unit door, room door and pantry door (SUR only), when entering and exiting.
Level 2	<ul style="list-style-type: none"> d) Blocking hallways, stairwells, exits and access to fire exits, wheelchair ramps and property access points. e) Sitting on balcony rails. f) Residents found entering/accessing unauthorised areas in the Residences (e.g. roof areas not designed for Resident's use, maintenance/storage areas, etc.) under any circumstances. g) Residents found entering/accessing the room or unit of other Residents without their consent. h) Residents found lending/borrowing the keys/card to/from others. i) Residents found duplicating keys/cards
Level 3	<ul style="list-style-type: none"> j) Any of the above actions that constitutes a repetitive action that leads to annoyance/inconvenience to others.

CLS 13. Fire Hazards

Domestic electrical appliances may be brought into and used within the Residences with the proviso that strict adherence is given to the following:

- i) Appliances and connecting leads must be in a serviceable and safe condition
- ii) Strictly no cables are running from room to room
- iii) Plugs must be wired correctly and incorporate fuses of correct rating
- iv) Only one piece of appliance should be used on each wall socket
- v) Total load on a wall socket must not exceed 13 amps
- vi) All electrical appliances must be approved/certified by Standard and Industrial Research Institute of Malaysia (SIRIM), 3-point plug, 220v-440v and purchased in Malaysia.

a) The following appliances are allowed across all Residences:

- Iron, hair dryer, toaster, rice cooker, study/table lamp, phone charger, personal computer, alarm clock, stand fan, waffle-maker, sandwich-maker, multi-purpose pressure cooker, multi-cooker.

b) Prohibited items for all Residences where such items are not provided for include:

- Hot plate, home theatre system, TV, washing machine, refrigerator/mini bar, water dispenser, induction cooker, exercise machines, portable air cooler, air fryer, microwave oven, musical instruments (at the discretion of the Residence Management Team).

Level 1	<ul style="list-style-type: none"> a) Failure to adhere to Items i) to vi) (listed above).
Level 2	<ul style="list-style-type: none"> b) Cooking in the Residence units are not allowed except at the designated cooking units. Any cooking apparatus found in the Residence units will be confiscated except those permitted by the Residence Management Team. c) Acts which may constitute a fire hazard such as the burning of joss-sticks, incense, candles, mosquito coils, fireworks, fire-crackers, sparklers, etc. or any highly flammable material in the Residences for whatever purpose, be it social or religious. d) Leaving food unattended while cooking at the kitchen. e) Overloading or tampering with electrical systems. f) Usage of prohibited appliances (listed above). g) Failure to adhere to Items iii), iv) and v) (listed above).

Level 3	<ul style="list-style-type: none"> h) Possession or use of explosive or flammable materials (e.g., firecrackers, fireworks and barbecue propane tanks). i) Discharging, tampering with, covering or operating any fire prevention or detection equipment for any purpose other than the control of a fire. j) Actions or neglect that leads to a fire, and/or the activation of the building fire alarm system.
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CLS 14. Pets

Level 2	<ul style="list-style-type: none"> a) Pets are not allowed in the Residences. Pets found are required to be removed from the Residence by the Resident in a given timeframe, failing which the pet shall then be removed by the Residence Management Team in any manner deemed fair. The Residence Management Team will not be held liable for any eventualities arising from such removal.
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CLS 15. Visitors/Guests (Residents)

Residents are required to take full responsibility for the conduct of Visitors/Guests, accompany them at all times within the Unit Common Areas and ensure that Visitors/Guests are aware of, and abide by, the Tenancy Terms & Community Living Standards.

Invitation and hosting other fellow Residents of the same gender in your unit is allowed within the visiting hours (9.00am - 10.00pm). However, it is only limited to Unit Common Areas such as the living area, pantry/kitchen and bathrooms. Fellow Residents are strictly not allowed in your room. This is to prevent any loss of personal properties or untoward incidents.

The Residence Management Team shall not, under any circumstances, be responsible for any damage, loss or theft of any property, money and other items belonging to the Residents and/or the Visitors/Guests and any personal injuries suffered.

Level 2	<ul style="list-style-type: none"> a) Hosting and visiting other fellow Residents of different gender in the unit b) Hosting and visiting other fellow Residents in the room. c) Hosting and visiting other fellow Residents in the unit outside the visiting hours d) Hosting Non-Resident (Visitor/Guests) in the unit.
Level 3	<ul style="list-style-type: none"> e) Any of the above actions that constitutes a repetitive action that leads to annoyance/inconvenience to others.

CLS 16. External Visitors/Guests

Residents are required to take full responsibility for the conduct of External Visitors/Guests, accompany them at all times within the Residence Common Areas and ensure that External Visitors/Guests are aware of, and abide by the Tenancy Terms & Community Living Standards.

External Visitors/Guests are allowed to visit Residents daily from 9am-10pm, however it is only limited to the Residence Common Areas.

All External Visitors/Guests must register at the Guard House and provide all details (name, passport/identity card number, contact number, address) and identification document (identity card, passport, or valid driving license) as requested by Security before entering the Residences and must leave the Residences latest by 10pm.

External Visitors/Guests must remain in the company of the Residents at all times until he/she is signed out. External Visitors/Guests are strictly not allowed to use the gym and swimming pool. External Visitors/Guests are strictly not allowed in the Resident's unit, with the exception to parents

and family members/guardians of the Residents during check-in and check-out only. Subsequent visitation to the unit will need prior consent of the Residence Management Team. The Residence Management Team shall not, under any circumstances, be responsible for any damage, loss or theft of any property, money and other items belonging to the Residents and/or the External Visitors/Guests and any personal injuries suffered. Security reserves the right to refuse entry to any external Visitor/Guest.

Level 2	<ul style="list-style-type: none"> a) Failure to register at Guard House or Guard Post b) Failure of Resident to remain in the company of the visitor/guest at all times in Residence until he/she is signed out. c) External Visitors/Guests found using the gym and swimming pool. d) External Visitors/Guests found using common facilities without the company of Residents. e) External Visitors/Guests found in the Resident's unit/room. f) External Visitors/Guests found in the Residence after 10pm and/or staying overnight.
Level 3	g) Any of the above actions that constitutes a repetitive action that leads to annoyance/inconvenience to others.

CLS 17. Theft

Theft refers to the act of stealing, the criminal taking and removing of personal property with intent to deprive the rightful owner of it, and an unlawful taking of property of others. The Residence Management Team shall not, under any circumstances, be responsible for any theft of any property, money and other items belonging to the Residents and/or non-Residents.

Level 3	a) Theft or possession of stolen items/property.
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CLS 18. Respect and Cooperation

Residents have the responsibility to report violation(s) of the Tenancy Terms & Community Living Standards, and taking all reasonable measures to ensure the security and safety of the Residence Community. Residents are expected to give full cooperation in an investigation for an incident by providing a report and statement.

Level 1	<ul style="list-style-type: none"> a) Failure to respond to written or verbal direction of the Residence Management Team. b) Demonstrated a lack of respect, civility, courtesy or cooperation with a member of the Residence Community, including Residents, Visitors/Guests and the Residence Management Team. c) Demonstrated a lack of cultural sensitivity within the Residence Community.
Level 2	<ul style="list-style-type: none"> d) Providing false identification when asked by the Residence Management Team. e) Providing a false report of an incident or impeding an investigation.

**The lists above are not exhaustive; the Residence Management Team reserves the right to amend the lists above as and when it deems necessary without having to attach any reason(s) whatsoever.*

2.4 CONSEQUENCES

Consequences for behaviour that violates the Community Living Standards are summarised as below accordingly to each level of offence:

LEVEL 1	<ul style="list-style-type: none"> a) Verbal Warning – a verbal caution that continuation or repetition of the offending behaviour will constitute more serious sanctions in the future. b) Community Service – tasks or roles assigned as sanctions, which contribute positively to the reputation, welfare or condition of the Residences or surrounding community. c) Educational – tasks assigned as a sanction designed to promote learning and development. d) Loss of Privileges as provided in Part 1. e) A PENALTY (fines and charges) can be imposed for failure to comply. f) Any other penalty considered necessary and appropriate.
LEVEL 2	<ul style="list-style-type: none"> a) All Level 1 consequences. b) Written Warning – a written caution that continuation or repetition of the offending behaviour will constitute more serious sanctions in the future. c) Confiscation – removal of items from the possession of Residents that violate the Tenancy Terms & Community Living Standards.
LEVEL 3	<ul style="list-style-type: none"> a) All Level 1 and 2 consequences. b) Denial of Re-admission to Residences – a sanction given to a Resident who will not be permitted to live in the Residences in the future. c) Eviction – termination of the Resident’s tenancy with the Residence. An additional PENALTY equivalent to one (1) month's Rental will be charged to that particular Resident and it will be deducted from the remaining Rental Deposits. An Eviction Letter will be issued and a copy of the Eviction Letter will be sent to the Primary and/or Secondary Contacts. The University will also be notified.

2.5 PRIMARY AND SECONDARY CONTACTS

Every Resident is required to identify two people as their Primary and Secondary Contacts. As stated in TT 2.2.8, it is strongly recommended that these people are parents or legal guardians of the Resident, as they serve as emergency contacts. They may be contacted if any other significant concerns or problems arise with the Resident, such as significant violations of the Tenancy Terms & Community Living Standards or concern for their well-being.

2.6 PROCESS OF DEALING WITH BREACH OF THE COMMUNITY LIVING STANDARDS

The Residence Management Team reserves the right to deal with any breach of the Community Living Standards on a case by case basis. Notwithstanding this, when there is evidence of any breach of the Community Living Standards, the Residence Management Team reserves the right (but is not obliged to) proceed along the following guidelines:

3.5.1 Reporting of possible breach of the Community Living Standards

- i. Residence/ University Staff, Resident(s) and Visitor/Guest(s) has the right to report any possible behaviours, actions and negligence believed to be against/breach the Community Living Standards to the Residence Management Team.
- ii. The Residence Management Team, as soon as practicable will proceed with an initial investigation process.

3.5.2 Inquiry and Investigation process

- i. The Residence Management Team may collect evidence by conducting interview(s) with other members of the Residence Management Team, Security and any other witnesses, examining CCTV footage and carrying out

any other reasonable investigations to determine what has happened. If there is sufficient ground/evidence to warrant further investigation, the Residence Management Team will proceed with the investigation process.

- ii. The investigation process will normally require the Residence Management Team to interview the Resident(s) involved in the offence. This is the opportunity for Residents to be heard and explain their behaviour. However, if the Resident(s) fail to attend the interview session, the Residence Management Team may choose to proceed and make a decision based upon all available evidence.
- iii. The Resident(s) involved in the offence may respond in writing if they wish not to attend the interview session and the Residence Management Team will proceed with a decision based upon available evidence.

3.5.3 Penalty(s) by the Residence Management Team

- i. The Residence Management Team will review all evidence and determine whether there was a breach, and if yes, the level of penalties imposed.
- ii. The Residence Management Team will issue a Decision Letter to the Resident(s) involved, confirming the exact nature for which the sanction is being imposed.

2.7 APPEAL PROCESS

The following general principles apply to all appeals:

- Any Resident found in violation of the Community Living Standards is entitled to submit an appeal.
- A Resident has **5 working days** to appeal from the date a Decision Letter is issued. The Residence Management Team will endeavour to respond to appeal requests within **5 working days** of receiving them.
- During an appeal, all sanctions remain valid until they are reversed or modified by the Appeal Committee.
- All decisions made by the Appeal Committee are final and are not subject to further appeals.

A summary of the appeal process is described as follows:

- a) If the Resident has grounds for an appeal, the Resident may send in an appeal in writing to the Director of Student Community (or Designate), within **5 working days** upon receiving the Decision Letter to the Residence Management Team. The Resident requesting the appeal must demonstrate that they have sufficient grounds to appeal on the penalty imposed.
- b) Once an appeal is received, the Director of Student Community (or Designate) will review the grounds for the appeal and make a decision whether to allow the appeal to be reviewed by the Appeal Committee. The Resident(s) will be contacted within **5 working days** to notify the outcome/status after receiving the appeal.
- c) If the application for the appeal to be reviewed is granted, the Director of Student Community (or Designate) will set-up a relevant member of the Residence Management Team and Respective University Head(s) to be part of the Appeal Committee to review the case. The Resident(s) involved and witnesses might be called to meet the Appeal Committee as part of the review process.
- d) The Appeal Committee will then review all evidence and may decide to:
 - i. uphold the findings and/or sanctions;
 - ii. reverse the findings; or
 - iii. reverse or modify the sanctions.
- e) Once a decision has been made, the Director of Student Community (or Designate) will notify the Resident.
- f) The decision of the Appeal Committee is final, conclusive and binding.

PART 3. DEFINITIONS

For the purposes of this document please see the definitions below:

- “Residences” refers to the Waterfront Residence, Sun-U Residence and Sun-U Apartment. Residence provides on-campus accommodation for students studying at Sunway College, Sunway University, Le Cordon Bleu and Monash University Malaysia.
- “University” refers to Sunway College, Sunway University, Le Cordon Bleu and Monash University Malaysia.
- “Residence Management Team” refers to the organization or group of individuals who manage and coordinate the operational functions associated with the Residences. The team comprises of the Directors, Residence Managers and staff.
- “Residence Common Areas” refers to those areas outside the unit that are available for common use by all Residents and non-Residents.
- “Unit Common Areas” refers to those areas that are available within the unit for common use by all Residents of said unit.
- “Visitors/Guests” refers to Residents who visits or have been invited by Residents into the Residences.
- “External Visitors/Guests” refers to non-Residents who visits or have been invited by Residents into the Residences.
- “Appeal Committee” refers to a group of individuals assigned by the Residence Management Team to look into the Appeal Process.
- “University Heads” refers to the individuals or the officials designated or hired by the respective Universities.
- “PDPA” refers to Malaysian Personal Data Protection Act 2010

Updated as at June 2022