

## COURSE REGULATIONS

### I. INTERPRETATION

#### 1.01 Definitions

The following words and phrases shall have the following meanings:

“Appeals Committee” means a committee of three (3) Real Estate Division staff members, including at least one (1) member from the Management and Professional staff, who were not involved in the original case and/or decision (e.g., suspension) related to the appeal.

“Candidate Agreement” means the set of terms that students must agree to as part of their Examination registration;

“Computerized Examination Centre” or “CEC” means the Examination centre in the Real Estate Division of the Sauder School of Business at The University of British Columbia;

“Course” means a particular licensing course offered by correspondence by the Real Estate Division;

“Course Registration Date” means the date on which a student registers for a course;

“Course Resources webpage” refers to a Course’s designated webpage found on the Real Estate Division website [www.realestate.ubc.ca](http://www.realestate.ubc.ca);

“Course Workbook” refers to the most current published edition of the document which contains the assignments for a given Course;

“Director” means the Director or Associate Director responsible for Real Estate Licensing Programs (Real Estate Division);

“Due Date” means 12 months from a student’s initial registration in the Course;

“Examination” means the final examination that the student must pass for each Course taken, which is either a Scheduled Examination or an examination taken at the CEC;

“Examination Marking Request” means an Examination marking and a confirmation of the Student’s grade;

“Post Examination Review” means a Broker’s Examination marking and a confirmation of the Student’s grade, together with a brief statement of topic areas;

“Real Estate Council of British Columbia” means the regulatory body established by the Real Estate Services Act with an office at 900-750 West Pender Street, Vancouver, BC, V6C 2T8;

“Real Estate Division” means a division of the Sauder School of Business at The University of British Columbia;

“Registrar of Mortgage Brokers” means the regulatory body established by the Mortgage Brokers Act with an office at 2800-555 West Hastings, Vancouver, BC, V6B 4N6;

“Scheduled Examination” means a regularly scheduled Examination in any Course for a given year;

“Special Examination Centre” means an Examination centre established at the request of the student for the writing of a Scheduled Examination;

“Supplemental Course” means a Licensing Supplemental Course which is available to students who have either satisfied an exemption or successfully completed a full Licensing Course;

“Suspension” means expulsion from a Course;

“University of British Columbia Calendar” means the most recent course calendar published by the University of British Columbia Registrar’s Office, Student Services.

#### 1.02 Miscellaneous

- (1) Where the context requires it, the masculine shall include the feminine and vice-versa and the singular shall include the plural and vice-versa.
- (2) Regulations courses, fees, examinations and their administration may change from time to time without notice due to regulatory, legislative and/or administrative requirements.
- (3) These regulations are also posted on the Real Estate Division website. In case of conflict, the posted version is considered to be the official version.

### II. ASSIGNMENTS

#### 2.01 Format

- (1) Multiple choice assignments submitted online will not be accepted unless they are completed according to the instructions provided in the “How to Submit Multiple Choice Assignments” section of the student handbook. Multiple choice assignments may not be sent by facsimile (fax).
- (2) Written assignments will not be accepted for grading unless they:
  - (a) are written in English; **AND**
  - (b) are completed according to the instructions in the “How To Format Written Assignments” section of the student handbook.
- (3) Notwithstanding Regulations 2.01(1) and 2.01(2) the Real Estate Division, from time to time, may request that assignments shall be submitted in an alternate format.

#### 2.02 Delivery

- (1) Assignments must be submitted, marked and completed by the Due Date. In all circumstances, it is the student’s responsibility to arrange for prompt delivery of assignments.
- (2) Written assignments must be submitted by email. General correspondence must not be included with assignments.
- (3) If, for any reason, written assignments are submitted by mail, they must carry adequate postage. If there is a postal service disruption, the Real Estate Division will continue to use the postal service as long as mail is being processed. In the case of a complete shutdown, students should visit the Course Resources webpage for information.
- (4) Multiple choice assignments may be submitted on a pace that is no greater than 2 assignments per week, beginning on the Course Registration Date, regardless of how many assignments have been submitted in prior weeks.
- (5) Written assignments, if applicable, may be submitted at any time before the Due Date, regardless of the number of multiple choice assignments submitted in a particular week in accordance with Regulation 2.02(4).

#### 2.03 Late Assignments

Under no circumstances will an assignment be accepted after the Due Date.

#### 2.04 Assignment Copying/Plagiarism

- (1) It is assumed that all work submitted by a student is his or her own, within the acceptable limits afforded by the use of quotations and footnote credits. It is unacceptable and unprofessional to copy someone else’s work and submit it as one’s own. This includes copying of solutions from old answer guides, copying directly from a textbook or lesson notes, or copying other students’ assignments/projects and copying from the internet.
- (2) Recognized cases of assignment copying/plagiarism will result in any combination of the following:
  - (a) an official reprimand letter sent to the student from the Real Estate Division, a copy of which will be kept in the student’s file at the Real Estate Division;
  - (b) the student having to re-complete and resubmit the assignment in question or a replacement assignment provided by the Real Estate Division, together with an administrative fee;

- (c) suspension from the current Course pursuant to Regulation 6.04(2) and 6.04(3); **OR**
- (d) copies of any reprimand or suspension letters sent to the student from the Real Estate Division being forwarded to the appropriate regulatory body.

### 2.05 Assignments as Prerequisite to Examination

- (1) No student shall be eligible to write the Examination in a Course unless he or she has:
  - (a) submitted all assignments in accordance with these Regulations; **AND**
  - (b) obtained a passing grade of at least 60% on each written assignment, if applicable.
- (2) If a grade of less than 60% is obtained on any written assignment, the student must rewrite and resubmit the entire assignment until a passing grade is received.
- (3) A resubmission fee of \$15.00 will be levied for each resubmission of a written assignment.
- (4) Resubmission fees owing can be viewed and paid on the Course Resources webpage. To be eligible to register for the Examination, all outstanding fees must be paid.

### III. ENGLISH LANGUAGE PROFICIENCY REQUIREMENT

#### 3.01 English Language Proficiency Requirement as Prerequisite to Licensing Examination for Trading Services, Rental Property Management and Strata Management

- (1) In order to be able to register for the Trading Services, Rental Property Management and Strata Management Licensing Examination, students must satisfy the English Language Proficiency Requirement (ELPR).
- (2) Satisfaction of the ELPR can be achieved by:
  - (a) obtaining a level 7 or higher on each of the four components (reading, writing, speaking, and listening) of the Canadian English Language Proficiency Index Program – General (CELPIP-G) test on the same test score report (scores from multiple test attempts cannot be combined). For more information visit [www.celPIP.ca](http://www.celPIP.ca); **OR**
  - (b) qualifying for an exemption. Exemptions are under the sole jurisdiction of the Real Estate Council of British Columbia and are subject to change at any time.

- (3) In the event that a student's CELPIP-G examination test score, LPI examination grade (used prior to September 1, 2017) or ELPR exemption is determined to be invalid, the student may be subject to the disciplinary measures outlined in Regulations 5.05(18), 5.05(19), and 5.05(20) at the discretion of the Director.

- (4) If a student is subject to disciplinary measures as set out in 3.01(3), no refund shall be granted.
- (5) The onus is on the student to ensure that the ELPR requirement has been satisfied.
- (6) ELPR requirements are under the sole jurisdiction of the Real Estate Council of British Columbia and are subject to change at any time.

#### 3.02 English Language Proficiency Requirement as Prerequisite to Examination for Mortgage Brokerage in British Columbia

- (1) In order to be able to register for the Mortgage Brokerage in British Columbia Examination, students must satisfy the English Language Proficiency Requirement (ELPR).
- (2) Satisfaction of the ELPR can be achieved by:
  - (a) obtaining an Essay Level Four or higher on the Language Proficiency Index (LPI) examination. For a schedule of LPI sittings and registration information, please contact LPI at 778.327.6853 or [www.lpitest.ca](http://www.lpitest.ca); **OR**
  - (b) qualifying for an exemption. Exemptions are under the sole jurisdiction of the Registrar of Mortgage Brokers and are subject to change at any time.
- (3) In the event that a student's LPI examination grade or ELPR exemption is determined to be invalid, the student may be subject to the disciplinary measures outlined in Regulations 5.05(18), 5.05(19), and 5.05(20) at the discretion of the Director.
- (4) If a student is subject to disciplinary measures as set out in 3.02(3), no refund shall be granted.
- (5) The onus is on the student to ensure that the ELPR requirement has been satisfied.
- (6) ELPR requirements are under the sole jurisdiction of the Registrar of Mortgage Brokers and are subject to change at any time.

### IV. LECTURES

#### 4.01 General

- (1) Optional classroom lectures are provided in selected Courses, depending upon Course enrolment. No registration or fee is required to attend these lectures.
- (2) Students will only be authorized to record lectures (including but not limited to audio, video and photographs) for individual private study at the discretion of the instructor or if determined necessary by UBC's Access and Diversity office.

### V. EXAMINATIONS

#### 5.01 Eligibility

- (1) To be eligible to register for the Examination, all assignments must be submitted, marked and completed by the Due Date.
- (2) Trading Services, Rental Property Management, Strata Management and Mortgage Brokerage students must satisfy the English Language Proficiency Requirement prior to registration for the Examination.
- (3) To be eligible to register for the Examination, all outstanding fees must be paid.
- (4) Students must successfully complete the Course Examination within two years after completing the course assignments, and in no more than two attempts.

#### 5.02 Registration and Fees

- (1) Scheduled Examination registration can be done on the Course Resources webpage or by registration form. Examination registration and payment (\$85.00 if applicable) must be received by the Real Estate Division at least one month prior to the Scheduled Examination date chosen.
- (2) CEC Examination registration can be done on the Course Resources webpage or by registration form. All CEC Examinations are subject to an additional fee of \$125.00. Examinations are scheduled at the CEC on a first-come, first-served basis, and are subject to availability.
- (3) All students must agree to all of the terms in the Candidate Agreement in order to register for an Examination.
- (4) Once an Examination has been scheduled, the date selected for the Examination may not be changed without payment of a specified Examination fee.

### 5.03 Examination Centres

- (1) Scheduled Examination Centres have been established at several locations throughout British Columbia for the writing of Examinations.
- (2) Upon Examination registration, students choose an established Examination or apply for a Special Examination Centre. The exact time and location of the Examination will be posted on the "Examination Centre" quicklink on the Course Resources webpage at minimum 10 days prior to the Examination.
- (3) All Special Examination Centre requests must be made, in writing, at least 30 days prior to the Examination date. Applications will not be accepted with less than 30 days' notice. The Real Estate Division will try to accommodate requests, but cannot make any guarantees with respect to location due to the complexity of establishing new centres in numerous locations. Students must note that:
  - (a) Special Examination Centres will not be set up within 100 kilometres of an established centre and are available on Regularly Scheduled Examination dates only.
  - (b) establishing a Special Examination Centre requires a \$200 fee.
  - (c) if the student wishes to cancel an Examination scheduled at a Special Examination Centre, he or she must give the Real Estate Division at least 30 days' notice or the \$200 fee will be forfeited. If forfeited, re-establishing a Special Examination Centre for another Scheduled Examination will require a further \$200 fee.
  - (d) licensing examinations are NOT offered outside of Canada.
- (4) The entire duration of CEC Examinations will be monitored by closed circuit television that includes video and audio capability. No permanent record is created from the monitoring.
- (5) Services are available through UBC's Access and Diversity, and students who have physical, sensory or specific learning disabilities are encouraged to contact UBC's Access and Diversity at 604.822.5844 to make appropriate arrangements. Students requiring special Examination accommodation must contact UBC's Access and Diversity at least 2 months prior to their Examination date.

### 5.04 Examination Admission

#### Ticket and Photo Identification

- (1) In order to be permitted to write the Examination, a student MUST be able to present, at the Examination centre on the day of the Examination:
  - (a) an Examination admission ticket with an attached valid passport photo taken within 30 days of the Examination; and
  - (b) one of the following types of picture identification in the name in which the student originally registered with the Course:
    - (i) a valid and current provincial driver's licence which has a picture of the student (interim driver's licences are not acceptable);
    - (ii) a valid and current passport containing a picture of the student;
    - (iii) a valid and current official identification card issued by either the Federal Government of Canada, or by one of the provincial governments, containing a picture of the student; **OR**
    - (iv) a valid and current official employment picture identification card issued by either the Government of British Columbia, one of the other provincial governments or the Federal Government of Canada.
  - (c) Students that have changed their name during the Course must bring documentation of their name change (e.g., marriage certificate) to the Examination centre on the day of the Examination.
- (2) It is the responsibility of the student to fulfill the obligations set out in Regulation 5.04(1) to the full satisfaction of the Real Estate Division.
- (3) Students will not be permitted to write the Examination if the Real Estate Division is not fully satisfied with any of the items submitted for the purposes of fulfilling the requirements set out in Regulation 5.04(1) and students may be subject to any of the penalties described in Regulations 5.05(18) and 5.05(19) and 5.05(20) and charges under the Criminal Code of Canada.
- (4) In circumstances where the Real Estate Division cannot satisfactorily match a student's government issued identification to the student's appearance, the student may be

permitted to write the Examination if they have provided to the Real Estate Division valid identification as outlined in Regulation 5.04(1) or an original Identity Affidavit, sworn before a lawyer or notary, completed to the full satisfaction of the Real Estate Division and/or regulatory body.

In addition, the student must consent to the Real Estate Division contacting the lawyer or notary to verify, confirm or clarify any of the documents provided, and must provide the lawyer or notary with instructions to that effect.

- (5) In circumstances where the Real Estate Division cannot satisfactorily match a student's government issued identification to the student's appearance and the student attempted the Examination, the student's Examination results will only be released when the student has provided to the Real Estate Division valid identification as outlined in Regulation 5.04(1) or an original Identity Affidavit, sworn before a lawyer or notary within 21 days from the date of the student's Examination, completed to the full satisfaction of the Real Estate Division and/or regulatory body.

In addition, the student must consent to the Real Estate Division contacting the lawyer or notary to verify, confirm or clarify any of the documents provided, and must provide the lawyer or notary with instructions to that effect.

### 5.05 Conduct of Examinations

The following regulations govern the conduct of Examinations:

- (1) Examinations are to be written in English.
- (2) Examinations are based solely on the Course materials provided by the Real Estate Division. Accordingly, correct responses to individual questions will be derived solely from the Course material.
- (3) Students arriving late to the Examination will not be granted any additional time to write their Examination, and late students will not be permitted to write their Examination if another student has already left the Examination room.
- (4) At Scheduled Examinations, answers to multiple choice questions MUST be recorded in the specified format, in pencil, on a computer answer sheet. A computer answer sheet and instructions for completing it will

- be contained in the Examination envelope. Answers recorded in any other manner will not be considered. At the CEC, answers are recorded on the computer.
- (5) Smoking is not permitted during the Examination.
  - (6) Students may not bring any prohibited materials, including, but not limited to: scrap paper, notes, books, calendars, dictionaries, or amortization tables into the Examination room and are not to refer to or use any scrap paper, notes, books, calendars, dictionaries, or amortization tables unless they are permitted to do so by the examiner.
  - (7) Students may use cordless, silent, hand-held calculators to aid in calculations during the Examination. Calculators may not be both programmable and alphanumeric. No other calculators will be permitted without the written permission of the Real Estate Division.
  - (8) Electronic devices, including, but not limited to: cameras, digital cameras, pinhole cameras, video cameras, digital video cameras, pagers, cellular phones, personal data assistants, any listening device, laptop computers, netbooks, tablets, iPads, iPhones, iPods, digital music players, pen recorders, any device capable of sending or receiving wireless signals, and any device capable of storing text, capturing digital images or recording video will not be permitted in the Examination room. Watches will not be permitted in the Computerized Examination Centre. Analog watches will be permitted at regularly scheduled Examinations only.
  - (9) During examinations, students must cover up their examination materials, including the computer answer sheet. If it is determined that answer-copying or collusion has occurred, through invigilation, statistical analysis, or any other means, all students involved will be subject to any of the penalties described in Regulations 5.05(19) and 5.05(20).
  - (10) Students are not to communicate with, receive assistance from, pass a calculator to, or copy from the Examination materials of another student. Any such communication between students will result in the immediate confiscation of the Examination materials of both students.
  - (11) Once the Examination has commenced, no student is permitted to leave the room without permission or until that student has handed his or her Examination to the examiner. A student who leaves the room without permission will not be allowed to return. An examiner may refuse permission if the examiner has no one to escort the student.
  - (12) The Examination time is three hours (except Supplemental and Inter-provincial examinations, which are two hours). Students must cease writing as soon as the examiner has declared the Examination time to be over.
  - (13) Upon completion of the Examination, students are to return all Examination material, including the examination question booklet and any extra stationary which was provided for the student's use, into the Examination envelope. Students should ensure that the Examination envelope is signed, and should seal the envelope before passing it to the examiner. Scrap paper workbooks provided at the CEC must be returned in full to the CEC Administrator prior to leaving the CEC. All Examination materials including, question booklets, computer answer sheets or booklets, scrap papers or any writing instruments provided are the property of the Real Estate Division and must be forfeited with the rest of the Examination materials.
  - (14) Students shall not disclose or discuss the content of the Examination with anyone, and will not record, disclose, discuss, publish, reproduce or transmit any Examination question or answer, including but not limited to, questions, answers or topics, in whole or in part, in any form or by any means whatsoever (orally; in writing; electronically through a variety of means, including, but not limited to, text messaging, Facebook, Twitter, email and blogging; Internet "chat room", message board, forum; or otherwise) at any time.
  - (15) At all times and without prior notice, the Real Estate Division retains the right to prohibit any items for the effective administration of its Examinations and to ensure the integrity of the Real Estate Division's Examination security measures.
  - (16) Students do not have any right to inspect or review the examination question booklet, computer answer sheet, scrap papers or any Examination materials upon completion of the Examination.
  - (17) Candidates are permitted to write a maximum of one examination per day.
  - (18) Any student found to have disclosed any Examination content, including but not limited to questions, answers or topics, in whole or in part, by any means whatsoever is committing a criminal act, and may be charged with theft or attempted theft for doing so. Students found to have disclosed any information about the Real Estate Division's Examination questions or answers or any other product owned by the Real Estate Division, may be subject to consequences that include, but are not limited to, the following:
    - (a) lawsuits that may result in paying monetary damages or other court enforced penalties;
    - (b) criminal penalties;
    - (c) invalidation of Examination results;
    - (d) disciplinary action by the appropriate regulatory body;

**AND**

    - (e) any penalties described in Regulations 5.05(19) and 5.05(20).
  - (19) Students failing to comply with any of Regulations 5.04(1), 5.05(4) through 5.05(14) inclusive may, at the discretion of the Director, be subject to penalties which may include, but are not limited to, any or all of the following:
    - (a) invalidation of the student's Examination;
    - (b) a failing grade or mark of zero in the Course or Examination in which the academic misconduct occurred;
    - (c) a suspension from the Course for a specified period of time, or indefinitely. Students will not receive credit for courses taken at another institution during the suspension;
    - (d) a reprimand, with the letter placed in the student's file;
    - (e) a copy of the reprimand letter being forwarded to the appropriate regulatory body;
    - (f) providing restitution in the case of damage to, or removal or unauthorized use of, property;

**AND**

    - (g) a notation on the student's permanent record of the penalty imposed.

- (20) Students subject to penalties under Regulations 5.05(18) and 5.05(19) jeopardize their opportunity to write Examinations and to register in future Courses with the Real Estate Division.
- (21) The Real Estate Division is the final authority that determines whether a student will have the privilege of writing an Examination.

#### 5.06 Examination Conditions

- (1) If the conditions at a regularly Scheduled Examination centre are not satisfactory, a written complaint must be received by the Real Estate Division within 5 days from the date of the Examination. Complaints shall be reviewed by the Examinations Coordinator, and if upheld, the student's Examination will be considered void, and no mark will be issued. The student can rewrite the Examination at the next available Scheduled Examination.
- (2) If the conditions at the CEC are not satisfactory, a written complaint must be received by the CEC Administrator prior to the student leaving the CEC. Complaints shall be reviewed by the Examinations Coordinator, and if upheld, the student's Examination will be considered void, and no mark will be issued. The student can rewrite the Examination at the next available sitting in the CEC.
- (3) Complaints regarding unsatisfactory Examination conditions cannot form the basis of an Examination grade appeal if Examination grades have been released by the Real Estate Division and posted on the Course Resources webpage.
- (4) In the event of a disruption of an Examination (e.g., fire alarm), the examiner will make the decision whether or not to resume the Examination. In making this decision, the examiner shall take into account the class size, the length of the Examination, the length of the delay, the weather, and any other influencing circumstances.

#### 5.07 Students Who Do Not Write or are Unable to Write an Examination

- (1) If a student does not or is unable to write an Examination, he or she can apply to write a later Examination, subject to the requirements of registration (including Examination fees) in Regulation 5.02.
- (2) If a student does not or is unable to write an Examination, it will be

recorded as an Examination registration and all subsequent Examination registrations will be subject to Examination registration fees.

- (3) If a student, who has registered for an Examination, is unable to write a Scheduled Examination based on medical grounds or bereavement, he or she should submit an Academic Concession Request form. In order for the Examination fee to be waived, this application must be accompanied by a medical certificate in a form satisfactory to the Examinations Coordinator.
- (4) Where the Course material has been amended between Examination dates, it is the student's responsibility to obtain and learn the amended material.

#### 5.08 Results of Examinations

- (1) Licensing course students must obtain a minimum grade of 70% in order to pass the Examination. Mortgage Brokerage course students must obtain a minimum grade of 65% in order to pass the Examination. The final grade is based solely on the Examination and no credit is granted for the marks received on assignments.
- (2) Scheduled Examination and CEC Examination results are posted under Examination Results on the Course Resources webpage and mailed to students.
- (3) Examination results will not be provided in person or by telephone.
- (4) Examinations and computer answer sheets are retained for a period of three months from the Examination date.
- (5) Until all outstanding fees are paid to the Real Estate Division, Examination results will be withheld and, accordingly, licensing delays will result.
- (6) Any conduct which the Real Estate Division reasonably believes to be designed or intended to breach security or to disseminate Examination content may result in the invalidation of scores and may result in civil and/or criminal prosecution. Additionally, any Examination result which the Real Estate Division believes upon reasonable grounds may have been influenced by a breach in test security or by exposure to unreleased Examination content, may be invalidated.

- (7) Multiple choice Examinations are checked by a data forensics test security company which can detect instances of test fraud, collusion, answer-copying and cheating. Statistical analysis may be used to identify any cases of academic misconduct and will be used to invalidate Examinations with or without further evidence. (8) The Real Estate Division has the sole discretion and is the final authority over all matters concerning the validity of Examination scores.

#### 5.09 Review of Examinations

- (1) Students who have failed their Examination may submit an Examination Remarking Request within 90 days of their Examination date on the Course Resources webpage. A \$75 remarking fee applies to all requests.
- (2) Where an Examination Remarking Request results in a failing student being awarded a passing mark, the review fee will be refunded in full unless the original mark was a result of the student failing to follow Examination instructions.
- (3) Brokers students who have failed their Examination may request a Post Examination Review within 90 days of their Examination date on the Course Resources webpage. A \$30 non-refundable fee applies to all requests.

#### 5.10 Continuation After Failure

- (1) A student who has obtained a failing grade in the Examination may rewrite the Examination only in accordance with the Real Estate Services Act (including the Regulations, Bylaws and Rules), or as directed by the Registrar of Mortgage Brokers.
- (2) Where the Course material has been amended between Examination dates, it is the student's responsibility to obtain and learn the amended material.

#### 5.11 Examination Completion

- (1) Students must successfully complete the Course Examination within two years after completing the course assignments.
- (2) Students must successfully complete the Course Examination in no more than two attempts, with the exception of Mortgage Challenge students, who must successfully complete the Course Examination in one attempt.

- (3) Students who do not successfully complete the Course Examination according to Regulations 5.11 (1) and (2) must re-enroll in the Course. Credit will not be given for assignments completed in a previous Course.

**VI. ADMISSIONS, REGISTRATIONS, TRANSFERS, WITHDRAWALS, ACADEMIC/NON-ACADEMIC MISCONDUCT, STUDENT DISCIPLINE AND SUSPENSIONS**

**6.01 Admissions & Registrations**

Admission and registration requirements are under the sole jurisdiction of the Real Estate Council of British Columbia, or in the case of Mortgage Brokerage Course students, the Registrar of Mortgage Brokers.

**6.02 Transfers**

Students have no right of transfer to any other Course. Students may not transfer their Course to another person.

**6.03 Withdrawals**

- (1) Where a student withdraws from the Course, he or she must submit an online Withdrawal request. If the request to withdraw is received no more than one month after the student's date of registration in the Course, the Real Estate Division shall refund fees paid for the Course less the following charges:
- (a) a \$200.00 administration fee;
  - AND**
  - (b) any outstanding fees.
- (2) No refund is available where the request to withdraw is received more than one month after the student's date of registration in the Course.
- (3) No refund is available for either Course materials or calculators once they are dispatched.
- (4) No refund is available for challenge packages.

**6.04 Academic Misconduct and Student Discipline**

- (1) Academic misconduct that is subject to disciplinary measures includes, but is not limited to, engaging in, attempting to engage in, or assisting others to engage in the following:
- (a) assignment copying/plagiarism, as outlined in Regulation 2.04;
  - (b) Examination cheating and/or misconduct, as outlined in Regulations 5.05(6) to 5.05(14);
  - (c) falsifying any material subject to academic evaluation;
  - (d) impersonating a student at an Examination, or availing oneself of the results of an impersonation;

- (e) submitting false records or information, orally or in writing, or failing to provide relevant information when requested;
- (f) falsifying or submitting false documents, transcripts, or other academic credentials;
- (g) falsifying any material subject to academic evaluation;
- AND**
- (h) failing to comply with any disciplinary measure imposed for academic misconduct.

- (2) Disciplinary measures which may be imposed, singly or in combination, for academic misconduct include, but are not limited to, the penalties outlined in Regulations 5.05(18), 5.05(19) and 5.05(20) and charges under the Criminal Code of Canada.
- (3) Where a student has committed misconduct which is not specified in these Regulations, but which is specified in the University of British Columbia Calendar, the student may be subject to disciplinary measures which may be imposed, singly or in combination, but are not limited to, the penalties outlined in Regulations 5.05(18), 5.05(19) and 5.05(20) at the discretion of the Director.

**6.05 Non-Academic Misconduct and Student Discipline**

- (1) All students, staff and visitors are expected to behave as honest and responsible members of the academic community. At all times, when communicating, it is expected that students, staff and visitors conduct themselves in a manner that is consistent with these principles and the Real Estate Division's Regulations. Any conduct on the part of a student that has, or might reasonably be seen to have, an adverse effect on the integrity or the proper functioning of the Real Estate Division, or the health, safety, rights, or property of the Real Estate Division or its staff, students and visitors is subject to non-academic discipline.
- (2) Prohibited conduct that is subject to disciplinary measures includes, but is not limited to, engaging in, attempting to engage in, or assisting others to engage in any of the actions described below:
- (a) Misconduct against persons, which includes:
    - (i) physically aggressive behavior, assault, harassment, intimidation, threats or coercion;
    - (ii) conduct that threatens or endangers the health, safety or property of any person;

- (iii) conduct that creates conditions that endanger the health, safety, property, or well-being of any person;
  - (iv) engaging in a course of vexatious conduct, harassment, or discrimination that is directed at one or more specific persons and that is based on any of the protected grounds under the BC Human Rights Code; and
  - (v) engaging in unwelcome or persistent conduct that the student knows, or ought to reasonably know, would cause another person to feel demeaned, intimidated, or harassed.
- (b) Misconduct against property, which includes:
- (i) taking without authorization, or misusing, destroying, defacing, or damaging Real Estate Division or University property or property that is not his/her own, or information or intellectual property owned by the University or by any of its members;
  - (ii) possessing Real Estate Division or University property or property that is not his/her own, if the student knows, or ought to reasonably know, that property to have been taken without authorization; or
  - (iii) creating a condition that unnecessarily endangers or threatens destruction of Real Estate Division or University property or property that is not his/her own.
- (c) No student shall, by action, threat, or otherwise, disrupt any activity organized by the Real Estate Division or University, or the right of other persons to carry on their legitimate activities, to speak or to associate with others.
- (d) Unauthorized use of Real Estate Division or University facilities, equipment, or services:
- (i) No student shall use any facility, equipment, or service of the Real Estate Division or University, or enter or remain on any premises, to which they do not have legitimate

- access, or contrary to the expressed instruction of authorized persons.
  - (ii) No student shall use any Real Estate Division or University computing equipment, facility, network, or system for any disruptive or unauthorized purpose, or in a manner that violates any law, Real Estate Division or University Regulation, policy or procedure.
  - (iii) No student shall destroy, misplace, misfile, or render inoperable any stored information such as books, film, data files, or programs from a library, computer, or other information storage, processing or retrieval system.
  - (e) No student shall encourage, aid, or conspire with another student in the commission of prohibited conduct, or encourage or aid behavior by a non-student which, if committed by a student, would be prohibited conduct under these Regulations.
  - (f) No student shall refuse to comply with a reasonable direction to do, or not to do, something that is made by a Real Estate Division or University representative authorized to make such a direction.
  - (g) No student shall knowingly furnish false information to any person or office acting on behalf of the Real Estate Division or University, or forge, alter or misuse any Real Estate Division or University document, record or instrument of identification, or knowingly furnish false information to any person regarding their standing, status, or academic record at the Real Estate Division or University.
- (3) Disciplinary measures which may be imposed, singly or in combination, for non-academic misconduct include, but are not limited to, the following:
- (a) a written warning or reprimand to the student;
  - (b) a written reprimand and order for a designated probationary period in which a student must fulfill certain conditions and have good conduct or otherwise be subject to the imposition of further or more severe disciplinary sanctions;
  - (c) payment of costs, or compensation for loss, damage, or injury that may be monetary or in the form of appropriate service or material replacement;
  - (d) issuance of a satisfactory statement, apology, or retraction in an appropriate form in public or in private;
  - (e) a denial for a specified period of time of, or conditions imposed on, a student's right to access to or use of any part or all of the Real Estate Division's or University's lands, equipment, facilities, services, activities, programs, meetings, or events or those held by, on, or in association with the Real Estate Division or University;
- AND**
- (f) the penalties outlined in Regulations 5.05(18), 5.05(19) and 5.05(20) and charges under the Criminal Code of Canada.
  - (4) Refusal to comply with a disciplinary measure or disciplinary measures imposed under these Regulations is itself an offence and may result in suspension.
  - (5) Where the non-academic misconduct resulted in property damage, the disciplinary measures should include restitution or rectification.
  - (6) Where a student has committed misconduct which is not specified in these Regulations, but which is specified in the University of British Columbia Calendar, the student may be subject to disciplinary measures which may be imposed, singly or in combination, but are not limited to, the penalties outlined in Regulations 5.05(18), 5.05(19), 5.05(20) and 6.05(3) at the discretion of the Director.
- 6.06 Suspension**
- (1) Any student who fails to comply with the requirements of Regulation 2.02 shall be suspended from the Course.
  - (2) The Director or Associate Director may, at any time, suspend a student for academic misconduct, non-academic misconduct or cause by means of a suspension warning letter mailed to the student's last known address.
  - (3) Where a student is suspended from a Course, no credit shall be granted for any assignments completed, and no refund or transfer will be permitted. The student's status will be recorded as "Suspended" and a copy of the suspension letter may

be forwarded to the appropriate regulatory bodies.

**6.07 Appeal Procedure**

- (1) Where a student is suspended pursuant to Regulation 6.06(1) or receives a letter pursuant to Regulation 6.06(2), a written appeal of the suspension may be made to the Appeals Committee.
- (2) Where a student receives a letter pursuant to Regulation 2.04(2), a written appeal may be made to the Appeals Committee.
- (3) Appeal requests must be in writing and must be accompanied by a non-refundable appeal fee of \$50.00. Appeals will be considered primarily on compassionate or medical grounds only. The request must set out the reason for appealing the decision, and should contain medical or legal certification of the circumstances surrounding the appeal. All appeal requests must be mailed within 21 days of the Due Date or, the date of the Real Estate Division's letter, as the case may be, to:

Appeals Committee  
 UBC Real Estate Division  
 PO Box 5380  
 Station Terminal  
 Vancouver, BC V6B 5N4

**VII. GENERAL COURSE REGULATIONS**

**7.01 Change of Student Profile (Address, Email Address, Phone Number), Name and Correspondence**

- (1) Students must update their address, email address or phone number on their Course Resources webpage (Student Profile) or by notifying the Real Estate Division in writing. Correspondence will be sent to the latest address on record.
- (2) Correspondence must be forwarded to the Real Estate Division under a separate cover from assignments.
- (3) The Real Estate Division must be notified in writing of any change of name. Requests must be accompanied by change of name documentation (e.g., marriage certificate).

**7.02 Discretion of the Director**

Notwithstanding anything contained in these Regulations to the contrary, where a student alleges that he or she has been unfairly prejudiced by the application of these Regulations, an application in writing may be made to the Director for relief. The Director may take such action on such terms as the Director sees fit.

### **7.03 Application to Supplemental Courses**

Except where specifically stated to the contrary, these Regulations apply to Supplemental Courses.

### **7.04 Payment Policy**

Accepted methods of payment are: Visa, MasterCard, certified cheque or money order (payable to The University of British Columbia). Online payments can only be made using Visa or MasterCard.

### **7.05 Freedom of Information and Protection of Privacy**

Collection, use, disclosure and retention of information must comply with the provisions of the *Freedom of Information and Protection of Privacy Act*. Collected personal information will only be used by authorized Real Estate Division staff to fulfill the purpose for which it was originally collected or for a use consistent with that purpose. A use consistent with the purpose of collection includes the sharing of course information and related conduct, marks, and personal information with the appropriate regulatory authority (e.g., the Real Estate Council of British Columbia and the office of the Registrar of Mortgage Brokers) or professional associations (e.g., the British Columbia Real Estate Association and its member Boards and Associations). We do not disclose your information to other public bodies or individuals except as authorized by law or as expressly permitted by the student.

### **7.06 Accommodation for Students with Disabilities**

Services are available through UBC's Access and Diversity, and students who have physical, sensory or specific learning disabilities are encouraged to contact UBC's Access and Diversity at 604.822.5844 to make appropriate arrangements.

### **7.07 Bulletins**

Bulletins are posted to the Course Resources webpage. These may outline significant revisions to the Course materials and assignments. Students are responsible for the material contained in any posted bulletins as Examinations may incorporate the information in such bulletins.

### **7.08 Appropriate Use of Educational Materials**

(1) While a great deal of care is taken to provide accurate and current information in the Courses, neither the University, its staff, or consultants assume responsibility for any use or reliance beyond the Course's operation.

- (2) The Course materials are prepared for educational purposes with the understanding that the publisher is not engaged in rendering legal, accounting, or other professional advice.
- (3) The general principles and conclusions presented are subject to local, provincial, and federal laws and regulations, court cases, and any revisions of the same.