

# Saskatchewan Real Estate 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;

“Course” means a particular Saskatchewan Real Estate Commission registration course offered by correspondence by the Real Estate Division;

“Course Bulletin” means update or amended material posted in a bulletin on the Course Resources webpage that student’s may be tested on;

“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 Executive Director, Director or Associate Director responsible for Real Estate Licensing and Registration Programs (Real Estate Division);

“Examination” means the final examination that the student must pass for each Course taken;

“Examination Coordinator” means the Examination representative responsible for coordinating the Real Estate Licensing and Registration Examinations;

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

“Saskatchewan Real Estate Commission” means the independent, non-governmental agency responsible for the regulation of the real estate industry in Saskatchewan with an office at 104, 210 Wellman Crescent, Saskatoon, Saskatchewan, S7T 0J1.

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

“Regulations” means the course regulations that govern the Courses;

“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;

“Suspension” means expulsion from a Course;

“University” means the University of British Columbia;

“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 gender shall include the feminine and/or other genders and vice-versa and words in 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 posted on the Real Estate Division website. In case of conflict, the posted version is the official version.

## II. EDUCATION PROGRAM

### 2.01 Phases, Courses, and Examinations

- (1) Students must successfully complete the applicable Phase 1 and Phase 2 Courses and Examinations within two years of the Phase 1 Course Registration Date.
- (2) Students must successfully complete the Phase 3 Course and Examination within one year of the Phase 3 Course Registration Date.
- (3) Students must successfully complete the Phase 1 Course and Examination before being eligible to register in a Phase 2 Course.
- (4) Students may be registered in more than one Phase 2 Course at a time, but can only register for one Examination on each Scheduled Examination date.
- (5) Students must successfully complete all applicable Phase 1 and Phase 2 Courses and Examinations before being eligible to register in the Phase 3 Course.
- (6) Current registrants who are adding a specialty to their licence must successfully complete the additional Phase 2 Course and Examination within one year of the Phase 2 course Registration Date.

## III. ASSIGNMENTS

### 3.01 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.
- (2) Notwithstanding Regulation 3.01 (1) the Real Estate Division, from time to

time, may request that assignments be submitted in an alternate format.

### 3.02 Delivery

- (1) Assignments must be submitted, marked and completed prior to Examination registration in a Course.

### 3.03 Assignments as Prerequisite to Examination

- (1) No student shall be eligible to register for an Examination in a Course unless the student has submitted all assignments in accordance with these Regulations.

## IV. ENGLISH LANGUAGE PROFICIENCY REQUIREMENT

### 4.01 English Language Proficiency Requirement as Prerequisite to Examination

- (1) In order to be able to register for the Course Examination, students must satisfy the English Language Proficiency Requirement (ELPR).
- (2) Satisfaction of the ELPR can be achieved by:
  - (a) providing proof of Canadian high school graduation at which English is the primary language of instruction;
  - (b) 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 (CELPPIP - G) test on a single attempt. A CELPIP\_G test is only valid for 3 years from the date of the test. For more information visit ; [www.celpip.ca](http://www.celpip.ca);
  - (c) graduation from a recognized university Bachelor’s degree or higher degree program at an accredited university, college, or technical institute at which English is the primary language of instruction; OR
  - (d) being licensed for real estate services in another Canadian jurisdiction with English language standards and having satisfied that jurisdiction’s English language requirements.
- (3) In the event that a student’s ELPR qualification 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 4.01(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 jurisdiction of the Saskatchewan Real

Estate Commission and are subject to change at any time.

## V. EXAMINATIONS

### 5.01 Eligibility

- (1) To be eligible to register for the Examination, all assignments must be submitted, marked, and completed prior to Examination registration in a Course.
- (2) 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.

### 5.02 Registration and Fees

- (1) Examination registration can be completed on the Course Resources webpage or by registration form. Examination registration and payment (\$250 if applicable) must be received by the Real Estate Division at least one month prior to the Scheduled Examination date chosen.
- (2) Students must agree to all of the terms in the Candidate Agreement in order to register for an Examination.
- (3) Once an Examination has been scheduled, the date selected for the Examination may not be changed without payment of a specified Examination fee.
- (4) Students can only register for one Examination on each Scheduled Examination date.

### 5.03 Examination Centres

- (1) Scheduled Examination Centres have been established at several locations throughout Saskatchewan 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, a 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.
  - (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) Examinations are NOT offered outside of Canada.
- (4) Students who have physical, sensory, or specific learning disabilities are encouraged to contact UBC's Centre for Accessibility at [info.accessibility@ubc.ca](mailto:info.accessibility@ubc.ca) to make appropriate arrangements. Students requiring special Examination accommodation must contact UBC's Centre for Accessibility 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 12 months 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 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 employment picture identification card issued by either the Government of Saskatchewan, 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 fulfil 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. 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. 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, including amendments and additions by way of a Course Bulletin, 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 left the Examination room for any reason.
- (4) At Scheduled Examinations, answers to multiple choice questions MUST be recorded 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 marked.
- (5) Smoking is not permitted during the Examination.

- (6) Students may not bring any prohibited materials into the Examination room, including, but not limited to: scrap paper, notes, books, calendars, dictionaries, or amortization tables.
- (7) Students may use cordless, silent, hand-held calculators during the Examination. Calculators may not be both programmable and/or 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. 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 through invigilation, statistical analysis, or any other means that answer-copying or collusion has occurred, any students involved may 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 and the students involved may be subject to any of the penalties described in Regulations 5.05(19), and 5.05(20).
- (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) Phase 1 and Phase 3 Course Examination times are three hours. All Phase 2 Course Examination times 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 stationery 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. 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 returned 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 from the Examination room 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 after 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 or penalties that include, but are not limited to, the following:
- lawsuits that may result in paying monetary damages or other court enforced penalties;
  - criminal penalties;
  - invalidation of Examination results;
  - disciplinary action by the appropriate regulatory body; **AND**
  - 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:
- invalidation of the student's Examination;
  - a failing grade or mark of zero in the Course or Examination in which the academic misconduct occurred;
  - 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;
  - a reprimand, with the letter placed in the student's file;
  - a copy of the reprimand letter being forwarded to the appropriate regulatory body;
  - providing restitution in the case of damage to, or removal or unauthorized use of, property; **AND**
  - 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

- 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/or Director, 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.
- 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.
- In the event of a disruption of an Examination (e.g., fire alarm), the examiner will decide 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

- If a student does not or is unable to write an Examination, the student can apply to write a later Examination, subject to the requirements of registration (including Examination fees) in Regulation 5.02.
- If a student does not or is unable to write an Examination, it will be recorded as an Examination registration (not an Examination attempt or Fail) 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 because of illness, the student can apply in writing to the Examinations Coordinator for permission to write a subsequent Examination. 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) Students must obtain a minimum grade of 70% 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 results are posted under Examination Results on the Course Resources webpage and also 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) 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.
- (6) Multiple choice Examinations may be 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.
- (7) 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 Remark 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 Remark 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.

### 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 Regulations, the Real Estate Act, SS 1995, Chapter R-1.3 or as directed by the Saskatchewan Real Estate Commission.
- (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 Phase 1 Course Examination and the applicable Phase 2 Course Examinations within two years of the Phase 1 Course Registration Date, and in no more than three Examination attempts per Course.
- (2) Students must successfully complete the Phase 3 Course Examination within one year of the Course Registration Date, and in no more than three attempts.
- (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 Saskatchewan Real Estate Commission.

### 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, the student 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.

### 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) Examination cheating and/or misconduct, as outlined in Regulations 5.05(6) to 5.05(14);
  - (b) falsifying any material for the purposes of obtaining eligibility for an Examination;
  - (c) impersonating a student at an Examination, or availing oneself of the results of an impersonation;
  - (d) submitting false records or information, orally or in writing, or failing to provide relevant information when requested;
  - (e) falsifying or submitting false documents, transcripts, or other academic credentials;
  - (f) falsifying any material subject to academic evaluation; **AND**
  - (g) 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 Saskatchewan 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, consequences, or disciplinary measures, 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 3.02 shall be suspended from the Course.
- (2) The Director may, at any time, suspend a student for academic misconduct, non-academic misconduct or cause by means of a suspension 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) 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 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 they have 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 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.

### 7.04 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 fulfil 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 Saskatchewan Real Estate Commission). We do not disclose your information to other public bodies or individuals except as authorized by law or as expressly permitted by the student.

### 7.05 Accommodation for Students with Disabilities

Students who have physical, sensory, or specific learning disabilities are encouraged to contact UBC's Centre for Accessibility at [info.accessibility@ubc.ca](mailto:info.accessibility@ubc.ca) to make appropriate arrangements.

### 7.06 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.

## 7.07 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.