



# Resident Disciplinary Policy

Chester House is managed by the Guy Chester Centre. The Guy Chester Centre is the trading name of the Trustees of the North Bank Estate.

## 1. PURPOSE OF POLICY

This policy (along with the relevant clauses in the accommodation agreement) is designed to reinforce a culture within Chester House where all residents, staff, guests, and visitors are treated with dignity and respect (see our *Dignity and Respect Policy* for more details).

Chester House expects all residents to always behave in an appropriate manner in line with the accommodation agreement and other policies. Guests of residents are expected to behave in the same way and their behaviour is the responsibility of the resident.

This policy details how Chester House will:

- Deal quickly and informally with significant offences for which a verbal warning will be given, and a financial charge may be made.
- Deal formally with more serious or repeated incidents whereby a resident may be required to leave the accommodation and a financial charge may be made.
- Allow residents to appeal against decisions made for high-level offences only and for those appeals to be handled fairly and in a timely manner.
- Ensure that any warning or financial charge is fair, reasonable, and proportionate.

## 2. ROLE AND AUTHORITY FOR DISCIPLINARY ACTION

All accommodation team members are responsible for responding to any disciplinary issue. This includes behaviour deemed inappropriate, illegal or in breach of the accommodation agreement, *Dignity and Respect Policy*, and other policies while in Chester House or on the North Bank Estate. This also includes behaviour that occurs away from Chester House either towards another resident or of a serious nature that causes sufficient concern for the wellbeing of residents and staff of Chester House.

If there are concerns regarding the well-being of a resident during any disciplinary action, the accommodation team will seek advice from a suitable resource to establish the most appropriate action to take.

The accommodation team has jurisdiction over residents who reside in Chester House, providing the incident does not merit action beyond this policy, e.g., criminal behaviour. The accommodation team will determine the seriousness of the incident and the appropriate action to take. Where a guest of a resident misbehaves while in or around Chester House, the guest will be banned from Chester House and the resident themselves will be held responsible and would be the subject of any disciplinary action.

The types of disciplinary action that can be applied by the accommodation team are:



- A financial charge for damage caused and/or loss incurred by a resident and/or Chester House.
- A verbal warning not to repeat the behaviour.
- A written warning for repeated or serious behaviour.
- Termination of residence with notice or with immediate effect for a repeated or serious behaviour.

### **3. EXPLANATION OF DISCIPLINARY ACTION**

All residents of Chester House are expected to always respect all persons and property; this includes keeping noise to an appropriate level, especially at night, to respect other people's property, to follow the rules of Chester House, to maintain an appropriate level of cleanliness in bedrooms and communal areas such as kitchens, and to behave in a manner that does not put the safety or security of persons and property at risk. Residents are also expected to follow instructions from Chester House staff when asked to do so.

#### **3.1. FINANCIAL CHARGES**

Should a resident's behaviour cause damage or result in a loss to another resident or Chester House, a financial charge will be made on the resident's account with an invoice created. An explanation of the charge will be provided with the invoice. All charges such as a cleaning charge, repair or replacement charge or accommodation charge will be reasonable and in line with our accommodation fees and *Inventory Policy*.

#### **3.2. SIGNIFICANT MISCONDUCT (VERBAL WARNING)**

Residents will receive a verbal warning for *significant misconduct*, which may include, but is not limited to, poor upkeep of accommodation, excessive noise disturbing others, or failing to accompany visitors throughout the building.

The verbal warning will be issued in person with a follow-up email and recorded by the accommodation team, remaining on the resident's record throughout their stay at Chester House.

#### **3.3. SERIOUS MISCONDUCT (WRITTEN WARNING)**

Residents will receive a written warning for a repeat of any *significant misconduct* detailed in section 3.2.

This will be sent to the resident in writing via email. The email will detail any action that will be taken should the behaviour be repeated or should there be any further issues. The warning will be recorded by the accommodation team, remaining on the resident's record throughout their stay at Chester House.

#### **3.4. HIGH-LEVEL MISCONDUCT (FINAL WRITTEN WARNING)**

Residents will receive a final written warning on the third instance of *significant misconduct* or for behaviour deemed *high-level misconduct*, which may include, but is not limited to, unauthorised



alterations or damage to the accommodation or its property, vandalism, keeping a pet, creating a health and safety or fire hazard, smoking outside of the designated smoking area, hosting an unauthorised gathering.

Upon being made aware of an incident, the accommodation team will investigate and attempt to speak in person to the resident(s) concerned within 48 hours of the incident being brought to its attention. If for any reason this is not possible then the accommodation team will call the resident(s) concerned. An email will only be sent to arrange to speak to the resident. The resident(s) concerned will be provided with the opportunity to explain what happened. Depending on the seriousness of the incident, a second member of the accommodation team may need to be present if the conversation is in person. Notes of the conversation will be taken and will serve as a record to assist in the investigation. The resident(s) concerned is entitled to bring a second person if the conversation is in person. The second person is not permitted to speak on behalf of the resident. The accommodation team may also request a written statement to be sent by email.

Careful thought will be given as to how to best inform the resident(s) concerned of an incident if the information has been provided by a third party. Where there are witnesses to the incident, the accommodation team will attempt to speak to those witnesses and will request a written statement to be sent by email.

After the meeting and any subsequent investigation, the accommodation team will decide if the resident(s) concerned is at fault and, if so, will issue the appropriate warning and, if needed, a financial charge.

The accommodation team aims to complete any investigation within five working days. The warning will be recorded by the accommodation team on the database. It will be made clear to the resident(s) concerned that any future behavioural issue (including significant misconduct) could result in their eviction.

### **3.5. TERMINATION OF RESIDENCE**

Residency at Chester House will be terminated for high-level misconduct, which includes but is not limited to:

- Repeated significant or serious policy violations, despite prior warnings.
- Actions endangering individuals or property, including violence, threats, or abusive behaviour.
- Serious antisocial behaviour that disrupts the community.
- Criminal activity on or off the premises.
- Use of illicit drugs or alcohol on the premises.
- Subletting of rooms.

Termination may be immediate or with notice, as per clause 4 of the accommodation agreement. Immediate termination is warranted for criminal activity or behaviour posing a serious risk to safety. Residents whose residency is terminated remain liable for license fees and forfeit their deposit.



Upon termination, residents must return all Chester House property, including keys, and are permanently excluded from the premises. If they have a booking for the following academic year, this will be cancelled.

### **3.5.1. TERMINATION OF RESIDENCE WITH IMMEDIATE EFFECT**

The decision to issue a termination of residence with immediate effect will be made by the accommodation team based on the information and evidence available to them and the immediate consequences of the behaviour. This stage is only for the most serious behaviour and is likely to have resulted in the authorities being contacted, e.g., the Police. Depending on the situation, the resident(s) concerned will be notified of the decision either in person or by phone. Notification may also be given via the Police or another authoritative body. The termination of residence will also be sent in writing via email and, if needed, a financial charge will be added to their account. The resident(s) concerned will be informed if they are permitted to return to Chester House to collect their belongings and return the keys. Depending on the situation, arrangements may need to be made to either ensure that the resident(s) concerned are accompanied or that their belongings are collected, and the keys returned by an authorised third party e.g., family member.

### **3.5.2. TERMINATION OF RESIDENCE WITH NOTICE**

The decision to issue a termination of residence with notice will be made by the accommodation team upon being made aware of an incident. The accommodation team will investigate the incident and will attempt to speak in person to the resident(s) concerned within 24 hours. If for any reason this is not possible then the accommodation team will attempt to call the resident(s) concerned. An email may only be sent to arrange to speak to the resident. The resident(s) concerned will be provided with the opportunity to explain what happened. A second member of the accommodation team should be present (subject to availability) if the conversation is in person. Notes of the conversation will be taken and will serve as a record to assist in the investigation. The resident(s) concerned is entitled to bring a second person if the conversation is in person. The second person is not permitted to speak on behalf of the resident.

Careful thought will also be given as to how to best inform the resident(s) concerned of an incident if the information has been provided by a third party. Where there are witnesses to the incident, the accommodation team will attempt to speak to those witnesses and will request a written statement to be sent by email.

Following the meeting and any necessary investigation, the accommodation team will determine if the resident(s) is responsible for the misconduct. If so, a written termination notice will be issued, along with any applicable financial charges. The accommodation team will decide the notice period based on the behaviour and the impact on persons and property in line with clause 4 of the accommodation agreement. This will be communicated in writing. The investigation will aim to be completed within five working days. The action taken will be recorded by the accommodation team.

## **4. APPEALING A DECISION**



Residents have the right to appeal decisions related to high-level misconduct, specifically a final written warning or a termination of residence with notice. Appeals must be lodged within five days of the decision's communication, and any appeals received after this period will not be reviewed.

The appeal must be submitted via email to [office@chesterhouse.org.uk](mailto:office@chesterhouse.org.uk) for the attention of the Centre Director. An appeal can be made on grounds that new information is available which, for good reason, was not available at the time of the investigation or at the time the original decision was made, and had it been available would have affected the decision.

The appeal should include any new and relevant evidence. The Centre Director will review the appeal and evidence to determine if further investigation is warranted.

- **If insufficient evidence is provided:** The resident will be notified within five working days that the original decision is upheld, and they have no further right to appeal.
- **If further investigation is warranted:** The Centre Director will investigate under the conditions outlined in section 3.4 and inform the resident(s) of the findings within ten working days. The original decision will then be upheld, amended, or rescinded. If rescinded, the resident(s) may continue living at Chester House under normal licence conditions, with no further right to appeal.

## 5. OTHER INFORMATION

Further information or clarification can be obtained by emailing [office@chesterhouse.org.uk](mailto:office@chesterhouse.org.uk)

## 6. REVIEW DATE

This policy will be reviewed in March 2025.