

Date Filed: March 7, 2019

Nature of Complaint: Invalid posters and campaigning on residence property

On March 7, 2019, the Elections Office received a complaint alleging that third-party posters were posted across UVIC residence, advertising a specific position on a referendum question.

In addition, the complaint alleges that the opponent of the referendum question posted campaign material outside their dorm room.

Discussion

Issue 1: Third-Party Posters

The respondent confirmed that they have no ability to control the third party's creation of posters, nor any ability to control where those posters are placed. The Elections Office supports this position and will not hold the respondent accountable for the actions of other individuals over which they have no control.

Of course, as the respondent has no control over the printing of said posters, there is no expectation that they account for them in their campaign spending.

Issue 2: Campaign Material in Residence

The complainant included photographs of campaign materials posted on or beside the dorm room door of the respondent. The respondent did not deny the placement of these materials, instead citing the Residence Contract they entered into, which permits them to decorate their dorm room in this manner.

The Elections Office does not deny that the standard residence contract allows those living in dorms to decorate their doors as they see fit. However, this does not change the fact that the respondent posted campaign materials in a prohibited location, in clear violation of the Electoral Policy.

The Office considers the respondent's contract with Residence Services a moot point. Entering the elections process as the opponent of a referendum question means agreeing to abide by the rules of that process. If the respondent lived off campus, and had a rental contract allowing them to decorate their rental property, posting a sign on the lawn would still be off-campus campaigning. Essentially, being permitted to take certain actions under one contract **does not mean** that taking those actions does not breach another contract. For all intents and purposes, that is what the electoral policy is: a contract agreeing to abide by policy during the elections process. Candidates who do not wish to abide by electoral policy should not take part in elections or referendums. Breaches of policy, regardless of whether they are permitted under another contract, are unacceptable.

Conclusion

The Elections Office therefore agree with the complainant that the posting of campaign materials on one's own dorm room constitutes a breach of 5.4bk and 5.9.5 b.

Had this complaint been raised earlier, the Office would have imposed sanctions on the respondent, and reduced their permitted poster number. However, the campaign period is now over. As the infraction is not serious enough to warrant more serious response, the respondent should consider this a warning.