

Brigham Young University

OFF CAMPUS HOUSING

Handbook

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C 141 ASB

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CONTENTS

1. INTRODUCTION	4
2. BYU HOUSING OBJECTIVES	4
3. HOW TO OBTAIN A UNIVERSITY CONTRACT	4
4. REQUIREMENTS FOR A UNIVERSITY CONTRACT	5
5. THE HONOR CODE AND LIVING STANDARDS	5
5.01. GENERAL	5
5.02. RESIDENTIAL LIVING STANDARDS	6
5.03. DRESS AND GROOMING STANDARDS	6
5.04. SWIMWEAR GUIDELINES	7
5.05. SEX OFFENDER POLICY	7
5.06. MAINTAINING THE RESIDENTIAL LIVING STANDARDS	7
5.07. SCREENING APPLICANTS	7
5.08. INFORMING STUDENTS ABOUT THE STANDARDS	8
5.09. INVESTIGATING COMPLAINTS	8
5.10. TAKING CORRECTIVE ACTION	8
5.11. REPORTING STANDARDS VIOLATIONS TO THE UNIVERSITY	9
5.12. STUDENT SUICIDE/SUICIDE IDEATION GUIDELINES	10
6. SEPARATION OF STUDENTS AND NON-STUDENTS	13
7. SEPARATION OF MALE AND FEMALE SINGLE STUDENTS	13
7.01. GENERAL	13
7.02. SEPARATION POLICY IN MULTI-UNIT COMPLEXES	14
7.03. SEPARATION POLICY IN CONDOMINIUM COMPLEXES	14
7.04. SEPARATION POLICY IN DWELLING UNITS	15
8. TENANTS QUALIFYING TO LIVE IN BYU CONTRACTED STUDENT HOUSING	16
9. BYU STUDENTS REQUIRED TO LIVE IN UNIVERSITY CONTRACTED HOUSING	16
10. EXERCISE GOOD FAITH, FAIR DEALING, AND HONESTY	17
11. PRESERVE QUIET ENJOYMENT	18
12. DISCRIMINATION	18
13. THE STUDENT LANDLORD RENTAL AGREEMENT	18
14. PROVIDE COPIES OF AGREEMENTS AND RECEIPTS	19
15. FIREARMS, WEAPONS, FIREWORKS, AND EXPLOSIVES	19

16. MANAGEMENT REQUIREMENTS	19
17. RESPOND PROMPTLY TO PROBLEMS	20
17.05. SPECIFIED CRITICAL REPAIRS	20
18. CHANGES OF OWNERSHIP AND TENANTS	21
19. INSPECTIONS	21
20. THE MINIMUM SPECIFICATIONS	22
20.01. IN GENERAL	22
20.02. BATHROOM FACILITIES	22
20.03. BASEMENT ROOMS	22
20.04. BEDROOM SPACE AND ARRANGEMENT	23
20.05. COOKING AND EATING FACILITIES	23
20.06. FURNISHINGS	23
20.07. MAINTENANCE AND SERVICES	24
20.08. HEAT AND WATER	24
20.09. LIGHT AND VENTILATION	24
20.10. SAFETY AND SECURITY	25
20.11. STRUCTURAL REQUIREMENTS	26
20.12. ZONING AND PARKING	26
21. DISPUTE RESOLUTION PROCEDURES	26
21.01. GENERAL	26
22. WITHDRAWAL OF A UNIVERSITY CONTRACT	27
23. YEAR-TO-YEAR UNIVERSITY CONTRACTING	28
24. BYU OFF CAMPUS HOUSING SERVICES	28
24.01. GENERAL	28
24.02. WEB SITE INFORMATION	28
24.03. VACANCY LISTINGS	28
24.04. THE STUDENT HOUSING GUIDE	29

Brigham Young University OFF CAMPUS HOUSING HANDBOOK

1. INTRODUCTION

1.01. BYU exists to offer a unique educational and living environment consistent with the religious standards of its sponsor--the Church of Jesus Christ of Latter-day Saints. Brigham Young University seeks to have an environment for its single students living on and off campus that is conducive to their moral and spiritual growth and their academic performance. Because the university does not have sufficient on-campus housing for all of the students, it has established a contracted housing program to cultivate that desired environment off campus. The purpose of this handbook is to define university policies pertaining to its Off Campus Housing Program. For the purpose of this handbook the terms student and/or tenant are used interchangeably and mean a student/tenant that has a current contract with the owner and/or agent.

2. BYU HOUSING OBJECTIVES

2.01. A student's living situation is a major part of his or her college life. Living conditions can greatly influence a student's growth and performance--both spiritually and academically. Through the Off Campus Housing Program the university sets guidelines and provides services that will help bring about the desired environment as described above. The policies and procedures in this handbook are designed to bring about the following objectives:

1. Promote moral conduct and high standards of behavior in the contracted units.
2. Establish guidelines for the development and maintenance of living conditions that are adequate for student needs.
3. Establish guidelines of fairness in student-landlord rental matters.
4. Help BYU students find housing.
5. Advise students, owners, parents, and ecclesiastical leaders on rental problems and responsibilities.
6. Help owners and students resolve conflicts with one another.

2.02. For more information about the BYU Off Campus Housing Program, contact the Off Campus Housing Office at (801) 422-1513 or C 141 ASB, Brigham Young University, Provo, Utah 84602 (fax: 801-422-0182; email: och@byu.edu; website: www.byu.edu/offcampushousing).

3. HOW TO OBTAIN A UNIVERSITY CONTRACT

3.01. The university, in its sole discretion, reserves the right to determine what its off campus housing needs are, and whether or not a first-time applicant or subsequent applicant or their facilities meet the requirements for contracting. The university contracts with rental facilities only within the approved boundaries (see www.byu.edu/offcampushousing under Maps). Only after all the steps to apply for contracting are completed will the university consider an applicant for acceptance in the program. The first step of the contracting process includes an interview with a Housing Official. All new facilities and owners involve a BYU committee review of the application.

Information regarding becoming a BYU Contracted facility is available on the OCH website at www.byu.edu/offcampushousing under Landlord, Contracting Documents. Application for a university contract may be made at the BYU Off Campus Housing Office at C 141 ASB, Brigham Young University, Provo, Utah 84602, or call (801) 422-1513.

- 3.02.** University contracts are valid for no more than one calendar year unless withdrawn or revoked. University contracts are effective and a housing facility is designated "Contracted" at the time an authorized copy of Addendum One to the agreement is issued by the BYU Off Campus Housing Office to the owner. Application for a contract for subsequent years is based on the preparation of a new application and meeting all qualifications for contracted housing. An inspection of the premises is normally not required for repeat applicants unless the property has undergone substantial structural renovations. No owner can or should anticipate that they will qualify for or receive subsequent approvals based on receipt of prior approvals.
- 3.03.** Owners seeking a university contract for the first time will be required to have an orientation and pass a written examination before a contract is granted. A housing representative will visit the rental facilities and determine the extent to which the facilities comply with the requirements for contracting. The university will require the owner to provide a copy of a current Provo City Zoning Verification form, which will be used to help determine occupancy restrictions. In addition, the university may require the owner to verify that he or she has obtained building permits, certificates of occupancy, and complies with applicable zoning and government health and safety standards and has a valid Provo City Rental Dwelling license where required. **A university contract is not assignable or transferable.** Owners acquiring a property (defined as including any change in a majority interest in the company or entity holding property) that has a BYU contract must apply for a contract and proceed through the contracting process within 30 days after closing. No owner or purchaser can be assured of a contract regardless of prior contracts until the application process has been completed and the contract granted.
- 3.04.** Owners who have rental facilities that are in the process of contracting but have not received a contract may contract with students during the contracting process provided they use the most recent version of the BYU Student Landlord Rental Agreement. Owners of such facilities agree to obtain a university contract by the occupancy date of the rental agreement with students. If a contract is not obtained by that date, tenants may terminate the agreement upon five days' written notice to the owner at any time until a contract is received.

4. REQUIREMENTS FOR A UNIVERSITY CONTRACT

- 4.01.** The university contracted owner agrees in writing to all the provisions, policies, and regulations in this handbook. If an agent of the owner signs the agreement, the agent certifies that he or she has the requisite authority to sign on behalf of the owner. Notice to the agent will be considered notice to the owner for all required notices and other communications required by law and by the university agreement and by the rental agreements of the tenants. An agent must furnish the BYU Off Campus Housing Office documentation from the owner of the agent's agency status.

5. THE HONOR CODE AND LIVING STANDARDS

5.01. GENERAL

As expressed previously, Brigham Young University has an interest in the moral environment of its students. A BYU Contracted Owner does not simply provide a rental facility. The BYU Contracted Owner has primary responsibility in maintaining and promoting the Honor Code and Residential Living Standards. The Residential Living Standards (or hereinafter, "living standards") are those regulations established by BYU that define appropriate visitation hours, conduct, dress and grooming standards for all tenants living in BYU Contracted housing. They include the BYU Honor Code and the Dress and Grooming Standards by reference and are written in every university contracted rental agreement. All tenants living in BYU Contracted housing make a commitment to observe the BYU Residential Living Standards. BYU Contracted Owners agree to exercise a reasonable effort to maintain the BYU Residential Living Standards, to inform residents of these standards, to pursue compliance, and to make a report to the university when notice is given to them of a violation or when they become aware of or have suspicions of a violation. While on the premises of BYU Contracted housing, owners, agents, employees, and contractors of contracted facilities shall abide by the living standards. The BYU Honor Code, Residential Living Standards, and Dress and

Grooming Standards can be found on the Honor Code page at <https://honorcode.byu.edu>. Some of the main points which affect off campus landlords are as follows:

5.02. RESIDENTIAL LIVING STANDARDS

As stated in the Honor Code (<https://honorcode.byu.edu/>), Brigham Young University is committed to providing a learning atmosphere consistent with the principles of the Church. The university is likewise committed to creating such an atmosphere for students residing on and off campus and between semesters. To achieve this, BYU has established living standards to help students learn some of the high ideals and principles of behavior expected at Brigham Young University. Therefore, the university requires students to adhere to the following applicable standards:

1. *Guests of the Opposite Sex: Visitors of the opposite sex are permitted in living rooms and kitchens, but not in the bedrooms in off campus living units. The use of bathroom areas by members of the opposite sex is not appropriate unless emergency or civility dictate otherwise and then only if the safety, privacy, and sensitivity of other residents are not jeopardized. Visiting hours may begin after 9:00 a.m. and extend until 12:00 midnight. Friday night visiting hours may extend until 1:30 a.m. Landlords may establish a shorter visiting period if proper notice is given to students.*
2. *Conduct: All students and residents shall be required to conduct themselves in a manner consistent with the BYU Honor Code including abstaining from possessing, serving, or consuming alcoholic beverages, tobacco, tea, coffee, and harmful drugs. Involvement with gambling, pornographic, erotic, indecent, or offensive material, obscene or indecent conduct or expressions, disorderly or disruptive conduct, or any other conduct or action inconsistent with the BYU Honor Code is not permitted in student housing. All guests of students must comply with the Residential Living Standards while on the premises of university contracted housing.*
3. *Dress and Grooming Standards: All students and residents of university contracted housing are required to know the BYU dress and grooming standards and abide by them.*
4. *Maintaining the Standards: Students are expected to help their guests and other residents understand and fulfill their responsibility under the BYU Residential Living Standards and the BYU Honor Code. Violations of these standards may be reported to the Honor Code Office, 4440 WSC, telephone 801-422-2847 or the Off Campus Housing Office, telephone 801-422-1513.*

5.03. DRESS AND GROOMING STANDARDS

The Dress and Grooming Standards, which are embodied in the Residential Living Standards and the Honor Code, are applicable to all tenants dwelling in BYU Contracted housing. They are as follows:

1. *The dress and grooming of both men and women should always be modest, neat and clean, consistent with the dignity adherent to representing BYU.*
2. *Modesty and cleanliness are important values that reflect personal dignity and integrity, through which students, staff and faculty represent the principles and standards of BYU. Members of the BYU community commit themselves to observe the following standards, which reflect the direction of the BYU Board of Trustees. These guiding principles apply at all CES institutions of higher education. The application of these principles may vary slightly at the various institutions in accordance with local conditions and circumstances. (See separate institutional policies for more specific details on dress and grooming standards.) The Dress and Grooming Standards are as follows:*
 - A. *Men: A clean and well-cared-for appearance should be maintained. Hairstyles should be clean and neat, avoiding extreme styles or colors, and trimmed above the collar, leaving the ear uncovered. Sideburns should not extend below the earlobe or onto the cheek. If worn, moustaches should be neatly trimmed and may not extend beyond or below the corners of the mouth. Men are expected to be clean-shaven; beards are not acceptable. Earrings and other body piercing are not acceptable. Shoes should be worn in all public campus areas.*

- B. *Women: A clean and well-cared-for appearance should be maintained. Clothing is inappropriate when it is sleeveless, strapless, backless, or revealing; has slits above the knee; or is form fitting. Dresses and skirts must be knee-length or longer. Hairstyles should be clean and neat, avoiding extremes in styles or colors. Excessive ear piercing (more than one per ear) and all other body piercing are not acceptable. Shoes should be worn in all public campus areas.*

5.04. SWIMWEAR GUIDELINES

To help maintain the Dress and Grooming Standards, owners having swimming pools, hot tubs, or sun bathing areas at their rental facilities shall establish the following guidelines for swimwear:

1. Bikinis and all other immodest or very brief swimsuits are not permitted for men or women.
2. Bikinis, suits made of sheer material, and deep-cut suits (i.e., high-cut legs or low-cut backs and fronts) are not to be worn in or around the pool, sauna, or hot tub or the exterior of the building unless a full-length T-shirt is worn over the swimsuit.
3. All swimsuits and other clothing with straps and ties are to remain fastened or tied while swimming, sunbathing, or lounging.
4. These swimwear guidelines shall be conspicuously posted at the pool, sauna, or hot tub and referred to in the rental agreement.

5.05. SEX OFFENDER POLICY

The university has determined that convicted sex offenders, whether required to register or not, pose a significant, clear and present danger to residents living in contracted housing, and are not permitted to live in contracted housing. Students must certify that they are NOT a convicted sex offender and are eligible to rent and reside in contracted housing.

5.06. MAINTAINING THE RESIDENTIAL LIVING STANDARDS

1. The contracted owner must exercise a reasonable effort to maintain the BYU Residential Living Standards. This includes (1) screening applicants, (2) informing residents of the standards, (3) investigating complaints, (4) taking corrective action, and (5) reporting standards violations to the university. Diligent efforts by owners in performing these duties contribute greatly to the total educational effort at BYU.
2. A reasonable effort means that agents and owners take action and pursue compliance when notice of a standards violation is given to them or when they become aware of or have suspicions of a violation. Owners' failure to take reasonable steps to maintain these standards on the premises of their rental facilities or to report violations to the university may warrant revocation of a university contract. Failure of the owner to maintain the standards after notice of a violation may be grounds for BYU to withdraw a contract and for students to terminate agreements.

5.07. SCREENING APPLICANTS

The more time spent screening applicants, the fewer problems an owner may experience from residents. Police authorities say that screening procedures help to prevent apartment complexes from becoming habitations for criminals. The following procedures will help owners discourage criminally minded applicants from getting into their rental facility:

1. Use a rental application with questions about criminal record, convictions for a crime, evictions from previous owners, and qualifying student status (certification required in approved contract). Owners should also check into the past rental history and income source of the applicant by requiring references of at least two past owners and financial institutions and places of employment. If any of this information is falsified, owners may refuse to rent or may have grounds to evict the tenant from the premises.

2. At check-in time, owners should request the new resident to produce two forms of I.D. and take a photograph of all residents to keep on file. For those with automobiles, owners should request to see driver's license, vehicle registration, and proof of insurance.

5.08. INFORMING STUDENTS ABOUT THE STANDARDS

1. Contracted owners are obligated to promote, publicize, and remind students of their commitment to the standards.
2. At contract sign-up time and check-in times, the owner must express the importance of the standards by telling students that they are expected to abide by the standards while living in his or her rental facilities.
3. Point out the contractual commitment that all students have made to comply with the standards. Remind BYU students of the written commitment they have also made with the university.
4. Distribute copies of the Residential Living Standards and the Swimwear Guidelines to students at check-in time. Copies of these standards are available on the BYU Off Campus Housing website at www.byu.edu/offcampushousing.
5. If an owner has an office where students check in and sign contracts, owners should post a conspicuous sign expressing their commitment to the standards.
6. Investigate complaints and take corrective action when violations are reported or observed. (See sections 5.09-5.12.) This is an important way to inform tenants about the standards.

5.09. INVESTIGATING COMPLAINTS

Owners must make reasonable efforts to investigate standards violations when they become aware of them after receiving a report from someone else or from their own or their agents observations or suspicions. Such reasonable efforts include:

1. Get as many reliable facts as possible before making any judgments to avoid wrongfully accusing someone.
2. Interview all parties involved--the complainant(s), any witness(es), and the accused. Ask questions that elicit the facts. Take notes of the things people have personally seen and heard. Distinguish facts from the emotions and unsubstantiated opinions given. Request detailed written statements of the witnesses and parties.
3. Students complaining of violations need to support the owner or agent in order for the owner to maintain the standards. Students must keep the owner informed of further violations if they occur. When students are witnesses to the violation, they must support the owner by providing testimony against the offenders, especially in writing. If students are unwilling to act as witnesses or let their testimony be used against the accused, the owner might not be able to correct the problem. This is especially true if there is no other evidence against the accused. Whenever you are not sure how to deal with a standards violation or whether to report the violation--no matter how minor the violation may seem--contact the BYU Off Campus Housing officials (801-422-1513).

5.10. TAKING CORRECTIVE ACTION

1. When an owner determines that a tenant has violated the standards, the owner must take some kind of action with the offender(s). Such action may be in the form of educating, warning, reprimanding, or removing the tenant, whichever is most reasonable, according to the circumstances and nature of the offense and the attitude of the offender. That action could be mild or severe, depending on whether the violation is minor or major, or the tenant is noncompliant or resistant.

2. Types of Violations

- a. Minor violations might include such behavior as staying minimally past visitation hours or being in the bedroom with multiple guests of the opposite sex with doors open.
- b. Major offenses involve the following types of situations: When a tenant and a member of the opposite sex have been in the bedroom with the door closed or in the apartment for very late hours or overnight. When illegal drugs, alcohol, or tobacco have been used on the premises. When evidence exists or admission of serious sexual or moral transgressions is made. When lying, deceit, assault, harassment, or threats of physical harm are involved in a standards violation. Multiple minor offenses also can constitute a major offense. Consider the attitude of the offender and the circumstances of the problem as well as the nature of the offense. The owner or agent must begin enforcement procedures immediately after receiving notice of such violations.

3. Enforcement Actions

The following are actions that should be taken to correct standards violations. They are listed in order of the degree of severity, from mild to strong.

- a. Give informative counsel to those who have committed very minor violations and are unaware of the standard. Let them know of the importance of the standards and that they must comply thereafter.
- b. For those who have committed minor offenses, but know better, give a reprimand with a warning not to do it again. Depending on the severity of the offense and the knowledge of the offender, the warning should be put in writing and an ultimatum given that threatens eviction on the next offense. Be sure to keep a copy of the notice.
- c. Behavioral Contract is an option for those students who may need a more formal reminder of appropriate behaviors. A sample behavioral contract can be found on the BYU Off Campus Housing website at www.byu.edu/offcampushousing under Landlords, Living Standards.
- d. Eviction is the owner's primary action for correcting standards problems. It is usually done in cases where the student has committed a major offense or significant breach of contract as indicated above. Sometimes an offending tenant will simply move when asked. Sometimes an owner can negotiate an early termination of the contract with an offending tenant. In cases where there is resistance to eviction, legal measures might be needed. In such cases the owner will need to have good evidence. If a tenant is evicted from the unit, they are still responsible for any unpaid rents and/or damages until a replacement tenant is found. A tenant may not be forcibly removed from the rental unit except by lawful means pursuant to a court order. To learn more about the eviction process, contact an attorney.

5.11. REPORTING STANDARDS VIOLATIONS TO THE UNIVERSITY

1. Owners should not rely on or wait for any action the university might take or for a bishop to take action against a student. The Church, the university, and contracted owners have different roles and obligations when disciplining students and must act independently of one another. When taking action against a student-tenant, the owner must take into consideration the owner's duty to preserve the quiet enjoyment for all tenants in the rental facilities. When offenses by one tenant seriously affect the quiet enjoyment and peaceful possession of the premises of other tenants, an owner may have to evict that tenant in order to fulfill obligations to other tenants. This is recognized and supported by the university.
2. The owner or agent must make a report to the university when he or she becomes aware of a BYU student in violation of the Residential Living Standards. Call the BYU Off Campus Housing Office (801-422-1513) or the Honor Code Office (801-422-2847). Call OCH even when there are doubts that a standards violation should be reported. What seems to be a minor offense could be more serious than one realizes. Off Campus Housing officials can help you decide.
3. Making such a report does not necessarily mean a student will be dismissed from BYU. The Honor Code Office has trained counselors who work to help students understand the principles to which they have committed. When dealing with a student, a counselor in the Honor Code Office takes into consideration

the nature of the offense, the evidence against the student, and the attitude of the student. The student may be called into the Honor Code Office and given counsel that will result in positive benefits to all involved and lead to a better life for that individual. A student may be given counsel, be put on probation, or be dismissed, but the student will be dealt with justly. If you see a problem continuing even after making a report to the university, inform the university again and each time thereafter.

5.12. STUDENT SUICIDE/SUICIDE IDEATION GUIDELINES

On April 23, 2008 the university released a guideline for dealing with student suicide ideation, suicide attempts, serious acts of harm and suicide. This protocol guides university personnel in these cases and also provides guidance on emergency contact notification.

Initial Information

Many members of the university community may receive initial information regarding student suicide ideation, suicide attempts or serious acts of harm, or suicide, including: Faculty or staff familiar with the student, roommates, friends, relatives, other students or student leaders, classmates, ecclesiastical leaders, or Provo City or University Police. Sometimes the student involved expresses this information to others; other times members of the university community observe behavior that indicates suicidal or self-harm ideation.

Response: Suicidal or Other Self-Harm Ideation

When a student expresses suicidal or other self-harm ideation or otherwise exhibits characteristics of a student at risk, employees of off campus contracted housing units, or others who receive initial information about a student's suicidal or other self-harm ideation receiving initial information should take appropriate action.

Make a determination of seriousness - *As soon as the situation is deemed serious, call 911 or University Police (801-422-2222) immediately.*

Speak with the student reported to be at risk. Ask direct questions and gather additional information.

Assess the seriousness of the threat (plan, method, when, etc.). Ask "Do you have a plan?"

DO NOT minimize the seriousness of the person's threat.

DO NOT avoid talking about the person's suicide plans.

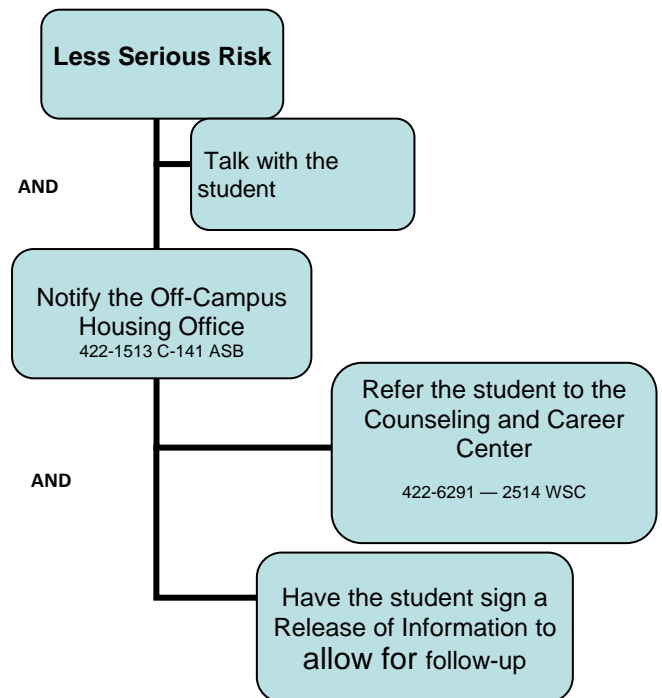
Document the initial information, source of the information and all following action. Assess the situation to determine the level of seriousness. Refer BYU students to use the Counseling and Career Center and/or their bishop.

Notify the appropriate resources according to the seriousness of the threat.

Off Campus Housing Office 8am - 5 pm Monday through Friday. University Police at all other times.

Notify the Off Campus Housing Office, or, if the Off Campus Housing Office is not open, University Police. The Off Campus Housing Office will need to be notified if the situation is less serious as well as if the situation is serious/potentially life threatening. The Off Campus Housing Office or University Police will make a separate determination of seriousness.

If the Off Campus Housing Office determines that the ideation is less serious and not an imminent risk, they will complete an incident report form found at http://housing.byu.edu/offcampus/Landlord_Checklist.pdf and may



refer the individual to the CCC. The student may be asked to sign a release of information to authorize the Office of Residence Life to follow up and verify that subsequent counseling has been completed. The Off Campus Housing Office can assist with determining how to follow up with the situation.

If the Off Campus Housing office determines the situation is serious they will assist the individual who received the initial information in notifying the University Police and involving the CCC. They will coordinate with the Office of Residence Life and the Dean of Students.

Counseling and Career Center, CCC

The Counseling and Career Center (CCC) offers counseling to full-time BYU students free of charge. Counseling services are completely confidential—counselors do not contact parents, professors, school administrators, or ecclesiastical leaders unless there is a signed release of information.

Counselors can provide professional consultation to university personnel and church leaders to assist with students in personal or emotional crisis. This service is available 24 hours a day, 7 days a week. During regular hours, call the CCC at 801-422-6291. For crisis services after hours and on weekends, call University Police at (801) 422-2222 to reach the on call counselor.

Response: Serious/Potentially Life-Threatening Risk

If the employees of off campus contracted housing units or others who receive initial information determine that the situation is serious and that the BYU student is at imminent risk or there has been a serious act of self harm they should:

Contact 911 (Provo Police) and/or University Police dispatch (801) 422-2222 immediately and explain the emergency. Depending on the situation, dispatch may send police, paramedics, or an emergency counselor to help.

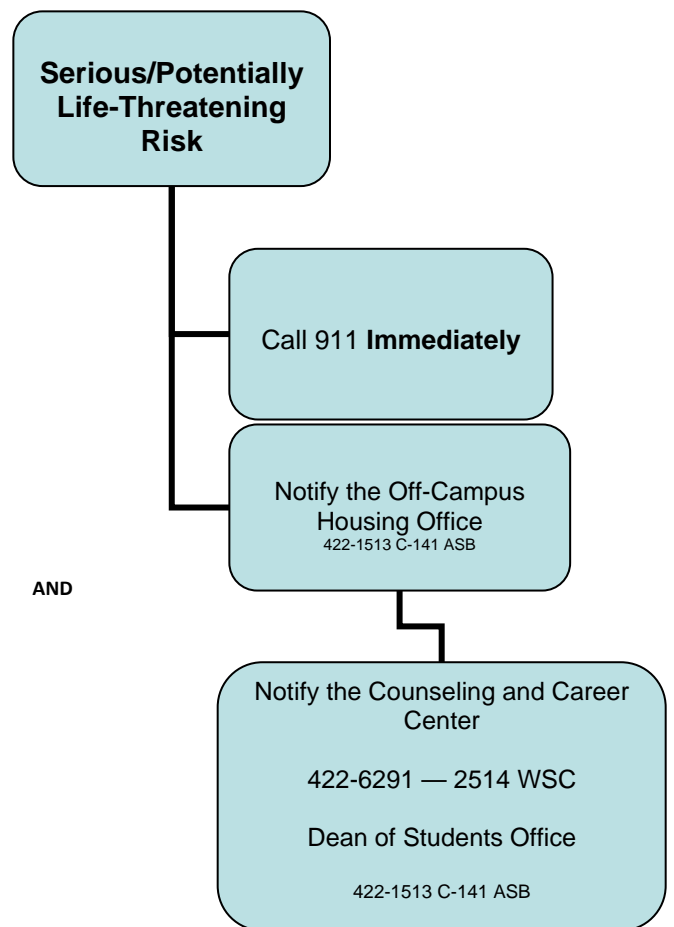
Be an authority and take charge until help arrives. Attempt to ensure that the student is not left alone until emergency personnel arrive. Enlist the help of other residents to keep the area clear.

Once help arrives, stand by to offer further assistance to those in charge. Make keys available to the police along with other vital information. Continue to keep the area clear of bystanders. Do what you can to alleviate the concerns of roommates, friends, and other residents without divulging confidential information.

Notify the Off Campus Housing Office (University Police after hours) to help you with the emergency. This office will coordinate with the University Police and Dean of Students. If an emergency happens after hours, contact the Off Campus Housing Office the following business day at 801-422-1513.

The Dean of Students Office will coordinate the university response. The Dean of Students should be notified by the Off Campus Housing Office or the University Police.

University Response: In addition to the procedures outlined above, a student's case may be reviewed for university action under the university's disruptive student conduct procedures or its discontinuance procedures. A student's case may also be referred to the Campus Threat Assessment Committee for review and potential university action.



Response: Suicide

In the event of a BYU student suicide, verify that Provo Police are contacted. The area should be secured and treated as a crime scene until an investigation is completed. Once police are on the way, notify the Off Campus Housing Office, or, if the Off Campus Housing Office is not open, University Police. University personnel or others receiving initial information (if not University Police) shall notify University Police immediately. University Police will notify the CCC. University Police will also notify the Dean of Students Office, which will notify the family or emergency contact.

The Dean of Students Office shall follow its internal procedures for a student death, providing appropriate notice to administrative and academic offices. The Dean of Students Office will also coordinate the appropriate response among various units, including Residence Life, the CCC, and University Police. Counselors and ecclesiastical leaders will be mobilized to provide emotional support.

Emergency Contact Notification

All BYU students are required to specify an emergency contact. This emergency contact information must be accurate and updated as necessary.

Suicidal or Other Self-Harm Ideation

As part of the response to suicidal or other self-harm ideation, the Dean of Students Office will determine whether emergency contact notification is appropriate and will coordinate the notification.

Student Serious Illness, Injury, or Hospitalization

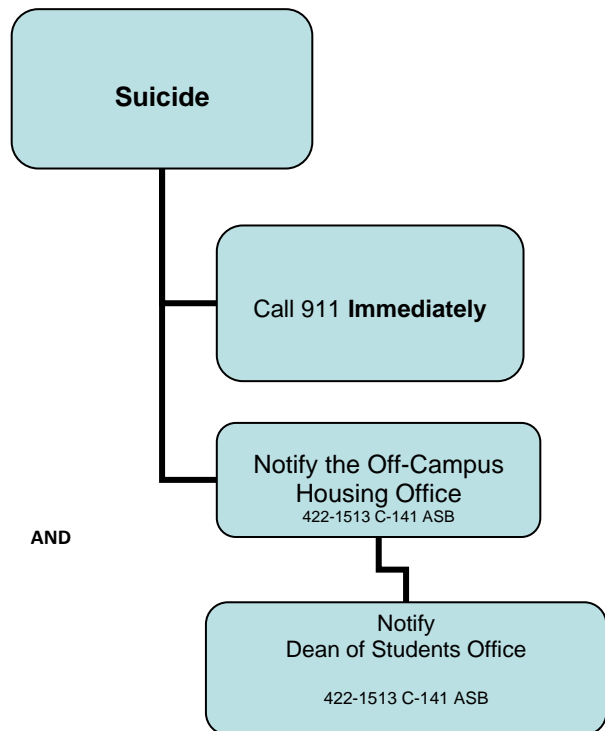
When a BYU student is seriously ill, injured, or hospitalized, the initial responder to the incident will make an initial determination whether to notify the student’s emergency contact. The initial responders may include on-call staff members of the CCC, Residence Life staff, University Police, or other university personnel.

The initial responder may consider the following factors when determining whether to notify the student’s emergency contact: (a) notification by hospital staff; (b) consent or request of notification by the student; (c) the severity of the injury or illness; (d) the student’s prior history of illness, injury, suicidal attempts, or self-harm incidents; (e) admission or release of the student following initial treatment; and (f) any other special circumstances or additional information specific to the incident.

If the initial responder determines that a student’s emergency contact should be notified, that initial responder shall contact the Dean of Students. The Dean of Students will then independently determine whether to notify the student’s emergency contact. If the Dean of Students decides to make that notification, the Dean of Students or designee will notify the student’s family or emergency contact by telephone.

Student Death

If a member of the faculty, staff, or administration receives notification of the death of a student, that person shall contact the Dean of Students immediately. The Dean of Students or designee will coordinate notification of the student’s family or emergency contact.



6. SEPARATION OF STUDENTS AND NON-STUDENTS

6.01. BYU has long regulated the residential housing environment of its single students by requiring single students to live in university-contracted housing. Title IX of the Education Amendments Act of 1972 permits educational institutions to segregate its students on the basis of gender in its contracted housing but may not include non-students in gender separated housing. Owners must separate students in university contracted housing from non-students as follows:

1. A university contracted owner must rent exclusively to qualified students. (Qualified students are those whose institutions provide sex segregated housing as listed on the current BYU Student-Landlord Agreement.)
2. Students and non-students may reside in the same university contracted off campus housing complex but must be in separate buildings or wings of buildings. The university reserves the exclusive right to determine how this policy of separating students and non-students should be implemented in any particular apartment complex that seeks a contract. In seeking a university contract, the owner should submit an appropriate plan of separation to the Off Campus Housing Office. In reaching a decision concerning an appropriate separation plan, the Off Campus Housing Office will consider all factors, including the location of the building or buildings, and the likelihood that a particular decision will enhance the objectives of the University Off Campus Housing Policy. Once a plan for separating students and non-students has been approved by the Off Campus Housing Office, any change to the plan shall require the prior written approval of the Off Campus Housing Office.
3. Non-students housed in university contracted housing under an accepted separation plan are not subject to Title IX permitting gender-segregated housing; thus, in dealing with non-students in contracted housing, owners must comply with all local, state, and federal statutes governing fair housing. In addition, non-student tenants are not required to maintain BYU Residential Living Standards as set forth in this handbook. However, because most housing areas are an integrated whole, BYU requires that owners establish and enforce general conduct-based regulations sufficient to preserve an environment which enhances moral and spiritual growth and academic performance of student tenants. Consistent with applicable state and federal laws, owners shall establish regulations that ensure basic principles of modesty, decency, and privacy in keeping with accepted community morals. Failure of an owner to so regulate the conduct of all tenants may result in the university withdrawing the contract of the student housing.
4. In order to ensure that the environment of the whole housing complex is conducive to student life, if an owner is permitted to rent to non-students pursuant to an accepted plan for separate non-student housing, the owner's non-student rental agreement must be reviewed by the BYU Off Campus Housing Office. A copy of the non-student rental agreement, including any addenda and rules must be submitted to the BYU Off Campus Housing Office. Rental agreements, application forms, rules, or addenda should contain provisions regulating conduct consistent with applicable state and federal laws and promote basic principles of modesty, decency, and privacy as are reflected in the community and ensure that the whole housing complex is conducive to student life. Should BYU determine in its absolute discretion that rental to non-students would not be conducive to student life, BYU may withhold the contract for student housing as to the whole housing complex.

7. SEPARATION OF MALE AND FEMALE SINGLE STUDENTS

7.01. GENERAL

Title IX of the Education Amendments Act of 1972 permits educational institutions to segregate its students on the basis of gender in its contracted housing. The university reserves the exclusive right to determine how its policy of separating the sexes should be implemented in any particular multi-unit complex.

7.02. SEPARATION POLICY IN MULTI-UNIT COMPLEXES

1. Single students of both genders may reside in the same housing complex, but normally not in the same building. The university reserves the exclusive right to grant or deny the separation plan in a particular housing complex. In reaching a decision about an appropriate separation plan, the university will consider all relevant factors, including the location of the building or buildings, the setting of buildings, the extent of the privacy and separation provided, and the likelihood that a particular decision will enhance the university's separation policy. Each housing complex desiring to house single men and women shall submit a proposed separation plan to the Off Campus Housing Office. If the university accepts the plan, any change in the plan thereafter shall require the prior written acceptance of the BYU Off Campus Housing Office.
2. The university will apply this policy on the separation of men and women in any situation where the housing units under consideration have the characteristics of an apartment-house complex, whether or not that complex is legally defined as an apartment house or a condominium development except as provided in the section which follows. This policy will apply equally to a new or existing development. For buildings or complexes not covered in this handbook, separation of the sexes will be accomplished in such manner, as the university shall direct, consistent with the principles articulated in these paragraphs.

7.03. SEPARATION POLICY IN CONDOMINIUM COMPLEXES

1. **Objective of the BYU Condominium Policy**
Condominium complexes that seek to accommodate BYU single students in accordance with university standards and housing policies and that operate as an integrated whole through a functioning condominium association with a single agent for all owners will be given consideration for contracting in the university's Off Campus Housing Program. To be a "BYU single-student housing complex," condominiums shall comply with the conditions listed below and with all requirements for university contracting as outlined in the *BYU Off Campus Housing Handbook*.
2. **The Environment Must Be in Keeping with University Standards and Policies**
The condominium association and all unit owners shall enforce university standards and regulate the conduct of all residents by maintaining standards of modesty, decency, privacy, and behavior that will enhance the moral and spiritual growth and academic performance of BYU student occupants. If the condominium association as a whole or if an individual unit owner does not maintain an environment in keeping with university standards, or is not acting in good faith in meeting the university's policies and requirements in being a "BYU single student housing complex," the university may withdraw its contract from the entire complex including all individual units. Consequently, it is strongly recommended that the condominium association establish conditions of compliance to university standards and policies in the association's bylaws or restrictive covenants.
3. **The Condominium Complex May Become Contracted When the Condominium Homeowners' Association and All Units Are Contracted or Are Granted an Exemption**
The condominium complex may obtain a university contract when the condominium homeowners' association becomes BYU contracted and when all individual unit owners in the condominium complex have received either a university contract or a written exemption accepted by the university's Off Campus Housing Office. University contracts may be granted to units complying with the conditions outlined in paragraph four below. Accepted exemptions may be granted to units meeting the conditions outlined in paragraph five below. The entire complex and all units therein could lose their university contract if any individual unit in the complex does not receive or loses their university contract or exemption.
4. **Conditions for Receiving University Contract**
A condominium unit may be granted a university contract, when the following conditions are met:
 - a. *All occupants who are single (including those who are married but not residing with a spouse) must be of the same gender, and the gender of the occupants must be the same as that designated by the HOA for the building.*

- b. *All single persons dwelling in the unit other than the owner or the owner's spouse, children, grandchildren, brothers or sisters must be single "students" as defined in the BYU Off Campus Housing Handbook (Section 8.01).*
- c. *Married couples may reside on a temporary basis when the owner has difficulty filling the unit with single students during spring and summer terms.*
- d. *The owner must meet all conditions for university contracting described elsewhere in this handbook.*

5. **Exemptions from University Contract**

In the situations that follow, the Off Campus Housing Office may grant an exemption from a university contract.

- a. When the owner is the sole occupant of the unit.
- b. When the owner occupies the unit with his or her spouse, children, grandchildren, brothers or sisters and they are the sole occupants.
- c. When the owner's spouse, children, grandchildren, brothers or sisters (single or married) are the sole occupants of the unit.
- d. When a married couple as defined in the BYU Off Campus Housing Handbook are the sole occupants of the unit

6. **Separation of Single Men and Women**

A contracted condominium complex shall separate single men and women by building or by wings of buildings in accordance with university policy as accepted by the BYU Off Campus Housing Office. The condominium developer or HOA association shall elect the gender designation for the buildings or wings of buildings which will house single males and which will house single females. **All occupants who are single (including those who are married but not residing with a spouse) must be of the same gender, and the gender of the occupants must be the same as that designated for the building, except when an exemption has been granted.**

7. **University Contracted Status and Exemptions Do Not Transfer to New Owners**

When a condominium unit is sold, the university contract and any special allowances or exemptions do not transfer to successor owners. New owners shall apply for a university contract from the BYU Off Campus Housing Office on line at www.byu.edu/offcampushousing under Landlord, Contracting Documents and obtain verification of compliance with city occupancy regulations from the appropriate zoning administrators.

8. **Only One Owner Per Unit Receives Benefits**

Just one owner is recognized for each unit and is entitled to the benefits of this policy regardless of the number of owners who have an interest in it or whether it is held by a partnership or corporation. Designation of ownership cannot be changed or transferred except with approval of the BYU Off Campus Housing Office.

7.04. SEPARATION POLICY IN DWELLING UNITS

Single students are not allowed to live with single persons of the opposite sex or with families in the same dwelling unit except as follows:

Brothers and sisters of the same family may live together in the same dwelling unit provided there are no other single persons in the dwelling unit other than brothers and sisters of that immediate family. Brothers and sisters may not live together in a university-contracted dwelling unit when their residence causes a violation of the university separation policy (see 7.03.06); however, they may receive a waiver from the Off Campus Housing Office to live in non-contracted housing.

8. TENANTS QUALIFYING TO LIVE IN BYU CONTRACTED STUDENT HOUSING

8.01. Not all tenants in the community are eligible to live in BYU Contracted student housing. Owners must rent their BYU Contracted student facilities only to single students as defined in this section and remove any tenant not meeting the definition below:

1. Single students who are not now married and married persons who are not, during the term of tenancy, residing with their legal spouses and meet the following criteria are eligible to reside in university-contracted off campus housing:
 - a. All students who are enrolled in daytime and evening BYU classes whether part or full-time.
 - b. Any student or applicant who has applied to BYU and been accepted for enrollment (must in fact enroll)
 - c. Unmarried family members residing with a family member who is a BYU student. The non-student family member must be of the same gender as that of the designation of the building.
 - d. Disabled persons who receive daily assistance from BYU students with whom they live (same gender).
 - e. Single students of an educational institution which provides jointly administered Title IX sex segregated housing through common off campus landlords ((Utah Valley University, Stevens Henager College, Provo College, Paul Mitchell The School, Marinello Schools of Beauty, Dallas Roberts Academy, Acaydia School of Aesthetics, Nomen-Global Language Centers, American Institute of Medical and Dental Technology, Renaissance Academe De Hair Design, Selmate International School).
 - f. Students enrolled in and attending at least 75% of classes at an LDS institute program for credit.
2. Families: BYU Contracted housing is intended to house single students. However, owners of university contracted dwelling units are permitted to house families on a temporary basis during Spring and Summer Terms when owners have difficulty filling units with single students, provided the following policies are adhered to:
 - a. In university-contracted housing, eligible families are defined as two or more persons who share the legal relationship of husband and wife of the opposite sex, parent and child, legal guardian and child, or grandparent and grandchild, or any persons who are pregnant and who live and cook together in the same dwelling unit.
 - b. All family members must abide by the BYU Residential Living Standards whenever they are residents of university-contracted housing.
 - c. Single parents with children must be consistent with the university policy on separation of single men and women by conforming to the gender designation of the building in which they reside.
 - d. Families may not share a dwelling unit with single persons who are not members of the family.
3. Individuals who have been evicted from BYU Housing or dismissed or suspended from BYU or who have withdrawn from BYU (in lieu of being suspended or dismissed) for nonacademic reasons or who have been removed from university-contracted housing for violating the Honor Code or Residential Living Standards, or who have been banned from BYU are not eligible to live in contracted housing until cleared by the Off Campus Housing Office.

9. BYU STUDENTS REQUIRED TO LIVE IN UNIVERSITY CONTRACTED HOUSING

9.01. *All BYU students are required to provide the residential address where they reside (not a post office box) as part of the registration process each semester/term. Unless specifically excused by the Off-Campus Housing Office, all single undergraduate BYU students are required to live in university-contracted housing either on or off campus.* The requirement may be waived by the Off-Campus Housing Office for the following students:

1. Single parents with children.
2. Single students living with parents.
3. Single students who are taking classes away from Provo.
4. Under certain conditions, as determined by the Off-Campus Housing Office, the university housing requirement may be waived for other students who have a special circumstance or hardship.

9.02. University-contracted owners must complete the Tenant Checklist each semester and term using the Student Address Verification System by the deadline. If a computer is not available, owners must provide the university with the names and addresses of all occupants living in contracted units each semester/term. In addition, each owner must provide information regarding current occupancy to Off Campus Housing, including tenant institutions, each semester/term for occupancy and/or statistical purposes when requested.

9.03. Hotels, motels, studio apartments, and sleeping rooms may not be contracted housing for single students. A studio apartment is a living unit that does not provide a separate bedroom but combines the living and sleeping area.

9.04. Students who do not provide their residential address or who live in housing not contracted by the university and who are not excused by the BYU Off-Campus Housing Office are subject to the following sanctions:

1. Non-compliance fees up to \$150.00 will be incurred, and future registration may be stopped, until the student verifies that he or she is living in or will be living in university-contracted housing.
2. Students falsifying their addresses will be subject to the above consequences as well as disciplinary action by the university for Honor Code violations.

When a student signs an agreement to live in a facility not contracted by the university and has not been excused from the university housing requirement, these sanctions will be applied until complying with this policy.

9.05. The university contracts off-campus living units whose owners have agreed to:

1. Adequately separate single men and women.
2. Exercise reasonable efforts to maintain the BYU Residential Living Standards.
3. Maintain the facilities in good repair.
4. Not abuse basic tenant rights.

The university cannot guarantee that owners and managers are employing their best efforts to maintain the standards, that all residents are complying with BYU standards, or that contracted living units always meet the minimum specifications. Thus, students are individually responsible to carefully choose an acceptable apartment and compatible roommates. Students should first inform their area management if they suspect that the standards and the minimum specifications are not being maintained. Students may also contact the BYU Off-Campus Housing Office and/or the BYU Honor Code Office with concerns.

Because a student's living environment has a profound influence on academic performance and spiritual growth, BYU promotes an environment in contracted off-campus housing facilities that is consistent with its mission and with the moral virtues taught by The Church of Jesus Christ of Latter-day Saints. Specifically, the BYU off-campus housing program sets guidelines for landlords and students, which, if followed, will cultivate that desired moral climate. BYU off-campus housing personnel attempt to rectify any deviations from these standards and policy guidelines.

10. EXERCISE GOOD FAITH, FAIR DEALING, AND HONESTY

10.01. Owners and their agents must ensure that all descriptions, advertisements, or promotions of the facilities are accurate and not deceptive and must exercise good faith, fair dealing, e.g., among other things by not renting to students based on year in school, and honesty in all relations with tenants. If an owner's or agent's dealings with students or the Off Campus Housing Office have been misleading, deceptive, dishonest, unfair, or have been in bad faith, the university may withdraw its contract immediately. The owner may not remove the tenant or harass or retaliate against him or her for the exercise of rights under the contract or the law.

11. PRESERVE QUIET ENJOYMENT

11.01. Owners shall preserve the quiet enjoyment and peaceful possession of the rental unit by the tenant and use lawful procedures of notice and entry. The owner has a reasonable right of entry for inspection of the premises if proper notice is given as provided in the Student Landlord Rental Agreement. The owner's right of entry is not an unlimited right, but requires reasonableness and purpose. The student-tenant has a right of privacy and a right to quiet enjoyment of the leased premises. The procedures for proper notice and entry are stated in the Student-Landlord Rental Agreement (<http://housing.byu.edu/offcampus>). Except in case of an emergency which threatens life or property, the landlord may not enter the property without consent of at least one of the residents or after at least 12 hours written notice. Such 12 hours written notice may be given to any legal-aged person in the rental unit or by posting a notice in a conspicuous place stating such intent to enter. The landlord may enter the property after 12 hours written notice only during reasonable hours and after knocking and only for the purpose of inspecting the premises, making necessary repairs or improvements, supplying necessary services, or showing the unit. Whenever the student requests the landlord to make repairs or provide agreed upon services, consent is deemed to have been given to the landlord to enter without a 12 hours notice but only to make the requested repairs and only after knocking and at reasonable hours. However, if the student gives any reasonable verbal or written objection to the landlord before entry, even when repairs have been requested, the landlord may not enter the property at that time. If the student's objection is not reasonable and the student refuses to allow the landlord lawful access, the landlord may terminate this contract and/or charge the student for damages, if any. The landlord and landlord's agents are responsible for losses of, or damage to, personal property of students due to negligence of landlord or landlord's agents who enter without student consent, or in violation of this paragraph.

12. DISCRIMINATION

- 12.01.** Except for approved gender separation, owners shall practice no discrimination in the rental of the facilities on the basis of race, religion, color, national origin, or disability. In university-contracted housing, this policy shall apply regardless of the size of a rental facility or whether the owner is living on the premises or not.
- 12.02.** University contracted housing must comply with applicable Americans with Disabilities Act requirements for the structure and the age of the complex. For more information go to <http://www.usdoj.gov/crt/ada/adahom1.htm>.

13. THE STUDENT LANDLORD RENTAL AGREEMENT

- 13.01.** University contracted landlords must use with every tenant occupying a contracted rental facility the latest edition of the standard form *BYU Student-Landlord Rental Agreement* prepared by BYU which can be found at www.byu.edu/offcampushousing. Owners shall not make any alterations or interlineations on the form except for spaces that must be filled in.
- 13.02.** All application agreements, addenda and house rules shall not have terms that conflict with or supersede the BYU Off Campus Housing rental agreement. Any terms or conditions of the addenda or attachments, including house rules that are found to be oppressive, unconscionable, unreasonable, unlawful, or inequitable are unenforceable.
- 13.03.** When application agreements, addenda or house rules are not in compliance with the rental agreement the landlord may lose their university contract if immediate correction of the problem is not made.

14. PROVIDE COPIES OF AGREEMENTS AND RECEIPTS

14.01. Owners shall provide tenants with copies of all rental applications, rental agreements, addenda, rules, bills, and receipts for money paid in cash at the time of any agreement or payment.

15. FIREARMS, WEAPONS, FIREWORKS, AND EXPLOSIVES

15.01. Owners agree that they will not nor will they allow tenants to store, keep, or maintain on the premises any firearms, explosives, fireworks, or dangerous weapons, including knives (except reasonable cutlery), or other items which, in their intended use, are capable of inflicting serious personal injury. Any exception must have prior written consent from all tenants in the rental unit and from the owner. This policy also applies to the owner or his or her agent when living in a dwelling unit with students on the premises of BYU Contracted housing.

16. MANAGEMENT REQUIREMENTS

16.01. Owners must comply with the following requirements:

1. In order to respond to emergencies, urgent problems, or critical repairs on a contracted property, every contracted rental unit will be required to have two persons designated as a "contact" for the purpose of receiving notices required under the Student-Landlord Rental Agreement and to facilitate communications for prompt response to and correction of problems or complaints. At a minimum, a contact shall respond promptly to all emergencies, urgent problems, and critical repairs as specified in 17.05 when the other contact is unavailable to receive notices and communications. A "contact" may be the owner or an agent designated by the owner. One of the contacts must reside or do business within the immediate area of Provo, Utah and have and provide a residential address to the students where they may deliver or post notices and communication. Both contacts must be of suitable age and discretion and fully authorized to act for and on behalf of the owner. The two contacts shall be accessible by telephone and have a mailing address. The local contact must have an address (not a P.O. Box) for receiving notices and communications from students. For condo-complexes, one contact must be designated by the homeowners' association to represent all the units in the homeowners' association.
2. The owner must ensure that the name, mailing address, and telephone number of the two contacts and the residential address of the local contact are given in writing to every student tenant and to the Off Campus Housing Office and must keep such information updated. When email addresses and addresses of places of business are also made known to students and to the Off Campus Housing Office, the owner must keep such information updated.
3. The owner or agent(s) shall receive training from and pass a written examination as determined by the Off Campus Housing Office.
4. If, in the sole opinion of the Off Campus Housing Office, the responsibilities of an agent are too great, the Off Campus Housing Office may require the owner to have more than one agent for a particular group of rental units.
5. If, in the sole opinion of the Off Campus Housing Office, a rental facility needs on-site supervision, an agent of the owner may be required to live on the premises of university contracted housing.
6. The owner, agents, management staff, contractors, employees, and their family members must abide by the BYU Residential Living Standards when on the premises of a university contracted facility.
7. Owners and agents must be properly licensed by city and state agencies where such licensing is required.
8. The owner and agent shall cooperate with officials of the university by providing information about or discussing the issues of a controversy that involves a student or tenant.

9. The owner and/or the agent must complete the Tenant Checklist each semester/term using the Student Address Verification System by the deadline. If a computer is not available, provide the university with the names and addresses of any or all occupants living in contracted units each semester/term. Provide information regarding current occupancy to Off Campus Housing, including tenant institutions, each semester/term for occupancy and/or statistical purposes.
10. If, at any time, the owner or agent fails to comply with the requirements and duties described herein, the BYU Off Campus Housing Office may withdraw the university contract from the owner's rental facilities.
11. When the owner has an agent, the owner agrees and understands that his or her agent is not an agent of the university and must meet all the requirements outlined in section 17.05 and is responsible for all obligations of the owner under the *Agreement for Contracted Off Campus Housing* and this handbook. Accordingly, the owner agrees to indemnify and hold harmless the university against any loss or expense including reasonable attorney's fees arising out of any acts or omissions of the manager.

17. RESPOND PROMPTLY TO PROBLEMS

- 17.01.** When there are critical or urgent problems and emergencies, owners or their agents shall respond promptly as soon as they receive notice of or become aware of such problems **regardless of the manner in which communicated** and work with due diligence to promptly complete the repairs or correct the problem. Specified "critical repairs" and the reasonable time to commence action for each are defined in the section below. "Critical and urgent problems" and "emergencies" may include problems involving the condition of the rental facilities, violations of the Residential Living Standards, rental agreements, and conflicts with roommates or other tenants and employees or family members of the owner.
- 17.02.** When there are non-critical problems, owners or their agents shall respond in a reasonable time period after receiving written notice of or when first becoming aware of such problem and work with due diligence to correct the problem.
- 17.03.** "Notice" from a student in an emergency, or when there is an urgent problem, or critical repair, is sufficient when the student has made contact with the owner or agent by telephone or, when not able to be contacted by telephone, by giving notice by mail, electronic writing, or by posting a conspicuous written notice or delivering a written notice to a responsible person at the residence of the local agent. For minor deficiencies or non-critical problems, notice from a student is sufficient when telephone contact is made with the owner or agent or a written or electronic notice is delivered to the local agent's residential mailing address or place of business.
- 17.04.** The BYU Off Campus Housing Office may withdraw the university contract from the owner's rental facilities for failure to respond promptly or reasonably, as the case may be, or work with due diligence to complete repairs or correct problems. Withdrawal of university contract also applies where the owner or agent fails to respond promptly or reasonably to student-tenant problems involving the condition of the rental facilities, violations of the Residential Living Standards, rental agreements, and conflicts with roommates or other tenants and employees or family members of the owner.

17.05. SPECIFIED CRITICAL REPAIRS

When the student gives reasonable notice to the owner or agent of a specified critical repair that is described below, management must begin actions necessary to solve the problem within the time period designated below and work with due diligence to complete the repairs.

1. Broken or leaking water lines causing an imminent threat to life, safety, health, or property—immediately.
2. Leaking gas (Tenants should be instructed to call the gas company immediately.)—immediately.
3. Missing flues or venting components resulting in exhaust gases entering the building (Tenants should be instructed to call the gas company immediately.)—immediately.

4. Inoperable or missing exterior door or door lock(s)—immediately.
5. A lack of heating during the period of September 15 through May 15—12 hours.
6. A dysfunctional heating system unable to maintain indoor room temperatures above 65° F. during the period of September 15 through May 15—12 hours.
7. No operable toilet in the dwelling unit—12 hours.
8. Failure of sewage disposal facilities causing a backup, overflow, or blockage of sewage—12 hours.
9. Tub and shower or kitchen or bathroom sink(s) with inoperable drain or no hot or cold water—12 hours.
10. Overload of main or branch electrical distribution systems—12 hours.
11. Exposed components of an electrical system that are capable of producing electrical shock or fire—12 hours.
12. Inoperable or missing smoke detector or fire sprinkler system where required—24 hours.
13. A lack of electrical, water, or natural gas service unless beyond the owners control—24 hours.
14. Broken or missing structural supports or components, including guardrails, stairs, stair rails, floors, roofs, or ceilings that cannot support required loads and may cause a safety hazard—24 hours.
15. A completely inoperable refrigerator or cooking range or stove—24 hours.
16. Any other repairs not listed above which seriously affect the safety, health, or security of student and that are declared “critical repairs” by written notice to the management from the Off Campus Housing Office—24 hours.

18. CHANGES OF OWNERSHIP AND TENANTS

- 18.01.** The owner or agent of a BYU Contracted facility must notify the university's Off Campus Housing Office before any change of ownership including changes in corporate or partnership holding, or a change in contracted status. A university contract is not assignable. New owners must apply for a contract and proceed through the contracting process within 30 days of purchase.

19. INSPECTIONS

- 19.01.** BYU is committed to providing contracted housing which is appropriate for its students and which reflects the BYU Honor Code and Residential Living Standards. BYU does not have the resources or the expertise to inspect all of the contracted units for structural, mechanical safety, security or even routine maintenance items. BYU expects students to notify their landlord of problems or concerns in these areas. If landlords are unresponsive, the students should seek further assistance from the Off Campus Housing Office. BYU will make initial inspections to determine if a unit meets the Minimum Specifications to achieve a basic contract and will monitor compliance with the gender separation plans for all housing complexes. Owners agree to allow representatives of the university and government agencies and all other public safety inspectors to inspect contracted facilities at reasonable times to determine compliance with the agreement for a university contract or applicable law. The university reserves the right to inspect contracted rental units as needed. If landlords are deemed to be responding with due diligence and students are still not satisfied, the student should seek help through the CCR if BYU students or available legal remedies if not BYU students.

20. THE MINIMUM SPECIFICATIONS

20.01. IN GENERAL

1. To accommodate BYU students and maintain contracted status for student housing, the university requires owners of university-contracted rental facilities to maintain living conditions that meet fundamental needs of students. The Minimum Specifications listed below are the criteria by which the university determines fundamental living conditions for students. Owners agree to maintain all contracted rental units in accordance with the Minimum Specifications listed below and comply with all federal, state, and local building, zoning, fire, health codes and other applicable laws and any reasonable requests of the BYU Off Campus Housing Office relating to the safety or general welfare of tenants. The BYU Off Campus Housing Office must approve exceptions to any of the Minimum Specifications.
2. The university may terminate a contract from rental units, in its sole discretion, when there is evidence of a safety, health, or a security hazard that endangers students or when there is evidence that the general condition of a rental unit is substantially below the Minimum Specifications or there is a pattern or practice of negligence, neglect, or misuse by the owner. Where evidence of violations of building codes or health regulations or other applicable laws exists, such information will be turned over to appropriate city, state, or federal inspectors for investigation. Failure to take immediate action to correct critical problems affecting the health, safety, or security of the tenants will warrant immediate withdrawal of the university contract. In the event of a contract being revoked, the landlord agrees that rental agreements of BYU students are terminable by the tenant upon 5 days' written notice to the landlord after withdrawal of the contract for the rental facilities by the university. The university will inform students of withdrawal of contract by letter or by posting notices in apartment directories, rental listings, and other means of public notice.

20.02. BATHROOM FACILITIES

1. Every dwelling unit shall contain a room that is equipped with bathroom facilities in good working condition and is properly connected to an approved water and sewer system.
2. There shall be at least one toilet, washbasin, and bathtub or shower with a shower door or shower rod in good working condition for the first six persons. When more than six persons are accommodated, two or more full bathroom facilities are required.
3. All such facilities shall be located within the dwelling so as to be reasonably accessible to all persons sharing such facilities.
4. Each bathroom shall have at least one mirror, a reasonable amount of shelf space and towel racks, and a toilet paper holder.

20.03. BASEMENT ROOMS

Along with other required specifications, no basement space shall be used for housing unless these conditions are met:

1. Floors and walls are adequately insulated against dampness.
2. There are adequate provisions for light and ventilation in each room.
3. The occupied area has adequate, unobstructed entranceways.
4. Adequate means of emergency egress.
5. No basement area used as a bedroom may have a door which other tenants may use to enter or exit the apartment.

20.04. BEDROOM SPACE AND ARRANGEMENT

1. Every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet of floor space and every room occupied for sleeping purposes by more than one occupant shall contain at least 50 square feet of floor space per occupant, except when approved otherwise by the BYU Off Campus Housing Office. Closet floor space is not included in the calculation of bedroom floor space.
2. Not more than two single students may sleep in a single room without specific approval of the Off Campus Housing Office. This approval will be contingent on an arrangement to assure adequate opportunity for uninterrupted study and sleep.
3. No unit containing two or more bedrooms shall be arranged so that occupants of one bedroom must go through another bedroom to leave the rental facility or to get to the bathroom.
4. Sleeping facilities for single students are not allowed to be set up in living-room areas.
5. Closet space of reasonable size shall be provided for each individual in sleeping area.

20.05. COOKING AND EATING FACILITIES

The following furnishings are required:

1. One reasonably sized refrigerator with freezing compartment in reasonably good operating condition for the first six students. When more than six students are accommodated, two refrigerators are required. Generally refrigerators shall be capable of maintaining the safe, sanitary storage of food at temperatures less than 45°F but more than 32°F and shall be properly installed and maintained in good, efficient working condition.
2. One electric or gas stove with oven in reasonably good operating condition for the first six students. When more than six students are accommodated, two stoves are required.
3. A kitchen sink within the unit in reasonably good operating condition, which provides adequate hot and cold running water.
4. Reasonable amount of food preparation area.
5. Reasonable amount of cupboard space for food and cooking utensils.
6. Kitchen floors and walls finished so that they can be kept sanitary and clean.

20.06. FURNISHINGS

Unless the Off Campus Housing Office grants permission to the contrary, all facilities rented to single students shall be furnished as follows:

1. Study space with a surface area of not less than 6 square feet per student, and adequate light or lamps for study purposes. The apartment should be large enough to provide the appropriate amount of study space.
2. One straight back chair for each tenant at tables or bars used for dining or studying.
3. Reasonable amount of drawer space.
4. A minimum of 3 feet of bookshelf space per student.
5. Floor coverings (carpeting, tile, linoleum, finished wood) in good and reasonably clean condition.

6. Window coverings in good condition that afford privacy to the occupants throughout the entire dwelling unit.
7. Living room furniture, including a sofa, to comfortably seat all residents at the same time.
8. A dining table and chairs to adequately seat all residents at the same time.
9. A separate bed with frame and mattress must be provided for each single student. Beds and mattresses shall be comfortable, reasonably clean, and in good repair.

20.07. MAINTENANCE AND SERVICES

1. The landlord shall be responsible for all exterior and interior maintenance and repairs, at his or her expense, although students shall be responsible for the cost of repairs if they cause damage beyond reasonable wear and tear.
2. Landlord must provide a reasonable number of exterior receptacles for garbage storage and removal.
3. Floors and walls shall be finished so that they can be easily cleaned. The landlord shall make available and maintain vacuum cleaners in good working order.
4. The landlord shall provide all necessary equipment for heating, plumbing, electrical, sewer, ventilation and for other services and utilities which the landlord advertises or represents that is provided. The landlord shall maintain such systems and equipment in good condition and good repair and provide regular servicing as recommended by manufacturers or qualified service professionals.
5. The landlord shall maintain all provided furnishings and appliances in safe, reasonably clean, operable condition, and good repair.
6. All common areas including the grounds, parking lots, stairways, walkways, hallways, recreation areas, and other public-use areas shall be kept in good repair and in safe condition and free from offensive or unsightly debris.
7. Landlord shall make a reasonable effort to remove snow and ice from stairways, walkways, and parking lots within 12 hours after snow falls. In the event of a continuing snowfall, the landlord shall make a reasonable effort to remove snow at least once in each 24-hour period.

20.08. HEAT AND WATER

1. Every rental unit shall have heating facilities that comply with the health and safety standards approved by the city and county health and fire departments and shall be capable of maintaining a room temperature of 70° F at a point 3 feet above the floor in all habitable rooms.
2. All heating devices or appliances shall be of an approved type by local or state authority and shall be installed in accordance with the applicable building code, mechanical code, and all other laws
3. Adequate amounts of heated and unheated running water under pressure shall be provided to all bathtubs, showers, lavatory sinks, and kitchen sinks. Heated water shall mean water heated to a temperature of not less than 110°F at the outlet.

20.09. LIGHT AND VENTILATION

1. Every habitable room shall have at least one window that opens directly to the outdoors or have adequate air ventilation at all times.
2. All outside doors and windows used for ventilation shall be adequately screened with at least 16 mesh and be properly maintained.

3. Every habitable room except the bathroom shall contain at least two wall-type double electrical convenience outlets, well spaced; one GFI single electrical outlet is required in a bathroom. Every water closet compartment, bathroom, laundry room, and public hallway shall contain at least one electric light fixture.
4. Every habitable room shall have lighting adequate for study and for normal living purposes. All light fixtures shall have proper light coverings.
5. Entrances, hallways, stairways, walkways, sidewalks, patios, and parking lots, indoors and outdoors, and all other exterior areas shall be adequately lighted for safety and security purposes.

20.10. SAFETY AND SECURITY

The following minimum standards shall be maintained to reduce fire and safety hazards and to provide for personal security in all university contracted facilities:

1. In accordance with Provo City ordinances, bedrooms shall be provided with an exterior window of sufficient dimensions that it can be used as a means of emergency egress
2. All student rental facilities are required to meet the local city fire codes.
3. No combustibles shall be stored within 30 inches of heating units.
4. All electrical equipment, wiring, and appliances shall be properly installed in accordance with all applicable laws. All electrical equipment and appliances shall be of an approved type.
5. No volatile, flammable liquids shall be permitted on the premises, except in sealed containers; and these shall not exceed one-gallon capacity. Cleaning with gasoline and storage of explosives on the premises are prohibited.
6. All exterior doors shall be equipped with either a dead bolt lock or a deadlocking latch in a solid-core or solid wood door that fits sufficiently close to the door frame to provide proper function of the locks. Locks must be built into the door and operate by key from outside and from inside without a key. Locks must be in good operating condition. A key must be provided for each resident at the time occupancy begins.
7. All exterior windows that are capable of being opened and all other potential means of egress shall have adequate locks in good operating condition.
8. All entrance doors shall be equipped with a device that will permit the occupants of the dwelling unit to see a person at the door without fully opening the door.
9. All units shall be equipped with at least one smoke alarm on every floor with bedrooms, UL- or FMU-approved. Smoke alarms shall be mounted on the ceiling or wall at a point centrally located in the corridor or area giving access to rooms used for sleeping. Smoke alarms shall be regularly checked and properly maintained in good working order.
10. Structurally sound protective guard or handrails shall be provided on any steps, porches, patios, or balconies as required by local building codes.
11. Problems with mold require immediate attention by cleaning the affected area with soap and water to remove the spores. It is most important to identify and eliminate the water source which is causing the mold to grow. **If the mold returns, a professional who is IICRC certified is required to remove the mold. Mold contamination must be removed by controlling the spreading of the spores either through the air or by dropping spores in non-contaminated areas. This process is called remediation. Remediation will minimize the chances that the tenants will suffer the onset or continuation of health issues related to mold spores. Remediation progress should be reported to the Off Campus Housing Official. EPA guidelines concerning mold are available at: www.epa.gov/iaq/molds.**

20.11. STRUCTURAL REQUIREMENTS

1. Buildings or structures may be of any type of construction permitted by the building code. All structural elements including roofs, floors, walls, and foundations shall be proportioned and joined in accordance with the stress limitations and design criteria as specified in the appropriate sections of the applicable building code. Buildings of every permitted type of construction shall comply with the applicable requirements of the building code.
2. Every building shall be weather protected so as to provide shelter for the occupants against the elements and to exclude dampness.
3. All buildings or portions thereof shall be provided with the degree of fire-resistive construction as required by the building code for the appropriate occupancy, type of construction and location on the property, and shall be provided with the appropriate fire-extinguishing systems or equipment required by the building code.
4. Landlords must notify the Off Campus Housing before beginning any modification of the facility. Modifications of an existing building shall be performed pursuant to applicable building codes and procedures with building permits and inspections.

20.12. ZONING AND PARKING

1. Landlords shall not permit contracted dwelling units to be occupied by more residents than allowed by local zoning ordinances and may not change the number of spaces/occupants BYU will allow in our sole discretion.
2. Landlords planning to increase the number of student occupants in their rental facilities or purchase or build rental units should consult the appropriate city zoning office to insure that the type of facility they plan to rent is not in conflict with local zoning and parking requirements and must comply with the BYU records of the facility.
3. Zoning ordinances and parking regulations come under the jurisdiction of Provo City and are subject to change and interpretation by its authorized representatives. The university cannot assume the landlord's responsibility for determining whether or not their properties conform to existing regulations. The university shall not be held responsible or liable for university-contracted properties not in conformity with such laws and regulations.
4. It is important to BYU that Off Campus Housing contracting procedures do not promote violations of the law. For this reason the Off Campus Housing Office contracts houses, apartments, and condominiums only for the number and type of tenants allowed by the laws of the community; however, BYU is under no obligation to determine zoning compliance or enforcement.

21. DISPUTE RESOLUTION PROCEDURES

21.01. GENERAL

1. Disputes and misunderstandings will sometimes arise between BYU students and owners. We encourage owners and students to first try to solve problems on their own, face-to-face. The BYU Off Campus Housing Office believes that any two contending parties can work things out amicably without litigation if both sides are willing to talk face to face, listen, and make a genuine attempt to understand each other's views. We also believe that any problem can be resolved if both parties will negotiate and reason one with another, especially with the assistance of a neutral third party in a mediation conference.

2. Mediation is an informal dispute settlement procedure in which a neutral third party aids the disputants in reaching their own settlement. In mediation, decision-making remains in the control of the parties; however, settlement agreements by the parties are legally binding. Arbitration is a private adjudicatory process separate from mediation and requires that one of the parties initiate the action. Arbitration is similar to court procedure. The arbitrators make the decisions and their decisions are legally binding upon the parties. In Mediation, no fees are required—the service is free. Arbitration, however, requires payment of some fees.
3. Owners and BYU students agree to make a good-faith effort to settle any controversies with one another through BYU sponsored mediation and arbitration when so requested by one of the parties and abide by the decision of the arbitrators when controversies are presented in arbitration. Before parties are allowed to initiate arbitration, the preliminary dispute resolution procedures that follow must first be exhausted unless the Center for Conflict Resolution (CCR) waives such procedures. (See Section 5 (Dispute Resolution Procedures Preceding Arbitration) of the BYU Center for Conflict Resolution’s “Rules of Arbitration” at <http://ccr.byu.edu/>) Arbitration must be initiated within 90 days after such preliminary procedures have been exhausted or after a default in a mediated settlement agreement. The CCR may waive its preliminary procedures if in its own opinion good cause exists and in any of the following circumstances: The complaint is against a student who has applied for graduation and graduation day is within 30 days, or who has graduated in the last 30 days, or who, as evidence suggests, might be transferring to another college or university, or is being evicted; or, the complaint is against a landlord who, as evidence suggests, might be filing for bankruptcy or selling the rental facility.
4. Complete information and forms for the CCR can be found at <https://ccr.byu.edu/>.

22. WITHDRAWAL OF A UNIVERSITY CONTRACT

22.01. A university contract may be immediately withdrawn when the BYU Off Campus Housing Office determines that an owner is violating the conditions for contracting as set forth in this handbook, or that the owner or agent has failed to respond promptly or reasonably or to work with due diligence, as the case may be, to complete repairs or correct problems involving the condition of the rental facilities, violations of the Residential Living Standards, rental agreements, and conflicts with roommates or other tenants and employees or family members of the owner, or if the owner's dealings or an agent's dealings with students or the Off Campus Housing Office have been misleading, deceptive, dishonest, unfair, or in bad faith. In addition, the university, in its sole discretion, reserves the right to deny a contract to any applicant for first-time contracting or subsequent contracting whether or not their facilities meet the requirements for a university contract.

22.02. In the event of such withdrawal or in the event of failure to timely secure a contract, the following consequences will result:

1. The university will notify all BYU students that the facility is not university contracted.
2. After withdrawal of the university contract, the owner agrees that any student may elect to terminate the rental agreement with the owner upon five (5) days' written notice to the owner. Students are explicit third-party beneficiaries of the university agreement with owners and these provisions apply regardless of the terms of the rental agreement.
3. Five days following the notice of termination of a tenant from the non-contracted facility or when the owner fails to finalize their contract by the commencement date of the student rental agreement, the owner is legally obligated to refund to the tenant all rent paid beyond the date of check out and any deposit monies minus legal deductions.
4. The university will no longer extend to the owner any services that are normally furnished to contracted owners, such as advertising in the BYU Housing Guide, the rental listing service, the BYU Contracted Student Landlord Rental Agreement and other forms, and help in resolving conflicts with student tenants through mediation or arbitration.

5. Inasmuch as the university requires single undergraduate students to live in contracted housing, single undergraduate students living in a non-contracted housing facility will be in violation of this policy and may have university sanctions taken against them. Those sanctions may affect their student status.
6. Withdrawal of contracting from a condominium owner or condominium unit may warrant withdrawal of university contracts of the entire condominium complex and every condominium unit located in the same complex.

23. YEAR-TO-YEAR UNIVERSITY CONTRACTING

23.01. A university contract is valid for no more than one calendar year unless withdrawn or revoked. The university contract shall be effective at the time an authorized copy of Addendum One to the *BYU Agreement for Contracted Off Campus Housing* is issued by the BYU Off Campus Housing Office to the owner. Changes and interlineations on the addendum or contract will not be accepted and are unenforceable. Application for contracting for an additional year is based on the preparation of a new application and meeting all qualifications for contracted housing. No owner can or should anticipate that they will qualify for subsequent contracts based on receipt of prior contracts. Changes in the university's Off Campus housing policies and procedures that require changes in student rental agreements will not be made effective until the Fall Semester following notice of such changes.

24. BYU OFF CAMPUS HOUSING SERVICES

24.01. GENERAL

The BYU Off Campus Housing Office maintains several services to help students and owners. The mediation and arbitration services, which help resolve disputes, are described in section 21. Other services we offer that might be helpful are as follows:

24.02. WEB SITE INFORMATION

Information concerning Off Campus housing at BYU is available on the Internet at www.byu.edu/offcampushousing. You may find information concerning the purpose of the BYU Off Campus Housing Program, the Residential Living Standards, vacancy listings, average rental costs, comparative rental data, maps of the local community and campus, the Center for Conflict Resolution (<https://ccr.byu.edu/>) program for BYU student tenants and owners, and a guide to renting. The Guide to Renting will help you understand many rights and responsibilities of tenants and owners. You may also contact us by email at the web site.

24.03. VACANCY LISTINGS

To help owners and students sell contracts and find available rental units, the Off Campus Housing Office provides vacancy listings on the Internet. Available rentals in university contracted housing for singles and non-contracted housing for families and graduate students are listed. Each business day the vacancy listings are updated and placed on our web site at www.byu.edu/offcampushousing. Click "Vacancy Listings." Owners may place their vacancies on these lists and students may list rental contracts for sale by clicking "Place a Listing" on the main page of our web site, or you may call the Off Campus Housing Office at 801-422-1513 between 8:00 a.m. and 5:00 p.m. A rental listing will remain on the rental list for two weeks unless you call us to continue the listing or remove it. "Vacancy Listings" also has links to a "Comparative Data" chart of apartments and condominiums of all sizes.

24.04. THE STUDENT HOUSING GUIDE

The annual *BYU Housing Guide* publicizes university-contracted rental facilities to students. In February of each year, the *Daily Universe* publishes several thousand copies of the Housing Guide. The Guide lists detailed information on rental facilities, such as: fall and summer rental rates, deposit amounts, the number of bedrooms and bathrooms, utilities paid by the student, the distance from campus, a list of apartment amenities, and the address and phone number for inquiries. Contracted owners may place a listing in this booklet for a fee and may buy advertising space. Distribution of the Housing Guide begins in early February when copies are distributed to students in stands across campus. Copies of the Guide are distributed throughout the year on campus and at the Off Campus Housing Office. The Guide is also sent in information packets to new students and transfer students who request information about off campus housing at BYU. A link to an on-line version of the Housing Guide is also available on our web site. To advertise your rental facilities in the Housing Guide, contact the *Daily Universe* staff at 801-422-4757 before November to get in for the following year.