

# Brigham Young University

## OFF CAMPUS HOUSING

### Handbook

July 13, 2006



BYU Off-Campus Housing Office  
2170 WSC

Brigham Young University  
Provo, Utah 84602-7909

Phone: 801-422-5066

Fax: 801-422-0182

Email: [och@byu.edu](mailto:och@byu.edu)

Web Site: [www.byu.edu/offcampushousing](http://www.byu.edu/offcampushousing)

## CONTENTS

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

12. DISCRIMINATION.....	18
13. THE STUDENT RENTAL AGREEMENT .....	18
14. PROVIDE COPIES OF AGREEMENTS AND RECEIPTS.....	24
15. FIREARMS, WEAPONS, AND EXPLOSIVES .....	24
16. MANAGEMENT REQUIREMENTS .....	24
17. RESPOND PROMPTLY TO PROBLEMS .....	25
17.05. SPECIFIED CRITICAL REPAIRS.....	26
18. CHANGES OF OWNERSHIP AND TENANTS .....	27
19. INSPECTIONS.....	27
20. THE MINIMUM SPECIFICATIONS.....	27
20.01. IN GENERAL.....	27
20.02. BATHROOM FACILITIES .....	28
20.03. BASEMENT ROOMS.....	28
20.04. BEDROOM SPACE AND ARRANGEMENT .....	28
20.05. COOKING AND EATING FACILITIES .....	28
20.06. FOOD SERVICE.....	29
20.07. FURNISHINGS .....	29
20.08. MAINTENANCE AND SERVICES.....	30
20.09. HEAT AND WATER.....	30
20.10. LIGHT AND VENTILATION .....	30
20.11. SAFETY AND SECURITY .....	31
20.12. STRUCTURAL REQUIREMENTS.....	32
20.13. ZONING AND PARKING.....	32
21. DISPUTE RESOLUTION PROCEDURES .....	32
21.01. GENERAL.....	33
21.02. BYU MEDIATION SERVICES.....	33
21.03. PRELIMINARY DISPUTE RESOLUTION PROCEDURES.....	33
21.04. BYU ARBITRATION SERVICES .....	34

22. TERMINATION OF UNIVERSITY CONTRACT .....	35
23. YEAR-TO-YEAR UNIVERSITY CONTRACT .....	35
24. BYU OFF-CAMPUS HOUSING SERVICES .....	36
24.01. GENERAL .....	36
24.02. WEB SITE INFORMATION .....	36
24.03. VACANCY LISTINGS .....	36
24.04. THE STUDENT HOUSING GUIDE .....	36

# 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 focuses on the spiritual and moral as well as the academic aspects of education. The 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 relies upon the community to provide accommodations for most of its students, BYU 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 the Off-Campus Housing Program.

## 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 rental 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, 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) 422-5066 or 2170 WSC, Brigham Young University, Provo, Utah 84602 (fax: 801-422-0182; email: och@byu.edu).

## 3. HOW TO OBTAIN UNIVERSITY CONTRACTED HOUSING

**3.01.** The university, in its sole discretion, reserves the right to determine what its off-campus housing needs are, and to contract first-time applicants or subsequent applicants whether or not their facilities meet the requirements for a contract. The university contracts rental facilities only within the boundaries set by the Off-Campus Housing Office. (See [www.byu.edu/offcampushousing](http://www.byu.edu/offcampushousing) under maps). Only after the owner has made application for a university contract and the premises and dwelling units have passed an

inspection of the facility by BYU off-campus housing officials and all other requirements for a contract have been met and the owner of such housing facilities has signed and delivered the current *BYU Agreement for Contracted Off-Campus Housing* to the BYU Off-Campus Housing Office, will the university consider an applicant for a university contract. Application for a university contract can be made at the BYU Off-Campus Housing Office at 2170 WSC, Brigham Young University, Provo, Utah 84602, or call (801) 422-5066.

- 3.02.** A university contract is valid for no more than one calendar year unless terminated or revoked. A university contract is effective and a housing facility is designated "Contracted" at the time an authorized copy of an 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. No owner can or should anticipate that they will qualify for or receive subsequent contracts based on receipt of prior contracts.
- 3.03.** The owner seeking a university contract for the first time may be required to have an orientation and pass a written examination before a contract is granted. A housing representative will be sent to visit the rental facilities and determine the extent to which the facilities comply with the requirements for a contract. The university may require the owner to provide a copy of a current Provo City Zoning verification form, which will be used to 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 that has a BYU contract must apply for a contract and proceed through the contracting process. 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 becoming contracted but have not received a contract may sign agreements 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 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 finalized.

## 4. REQUIREMENTS FOR A UNIVERSITY CONTRACT

- 4.01.** The University-Contracted owner agrees in writing to all the provisions listed below and to all university housing policies and regulations elsewhere in this handbook. If an agent of the owner signs the contract, 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 and to inform residents of these standards, pursue compliance, and 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 are as follows:

### 5.02. BYU HONOR CODE

1. *Brigham Young University, Brigham Young University-Hawaii, Brigham Young University-Idaho, and LDS Business College exist to provide an education in an atmosphere consistent with the ideals and principles of The Church of Jesus Christ of Latter-day Saints. That atmosphere is created and preserved through commitment to conduct that reflects those ideals and principles. Members of the faculty, administration, staff, and student body at BYU, BYU-H, BYU-I, and LDSBC are selected and retained from among individuals who voluntarily live the principles of the gospel of Jesus Christ. Observance of such is a specific condition of employment and admission. Those individuals who are not members of The Church of Jesus Christ of Latter-day Saints are also expected to maintain the same standards of conduct, except church attendance. All who represent BYU, BYU-H, BYU-I, and LDSBC are to maintain the highest standards of honor, integrity, morality, and consideration of others in personal behavior. By accepting appointment on the faculty, continuing in employment, or continuing class enrollment, individuals evidence their commitment to observe the Honor Code standards approved by the Board of Trustees "at all times and . . . in all places" (Mosiah 18:9).*
2. *We believe in being honest, true, chaste, benevolent, virtuous, and in doing good to all men. . . . If there is anything virtuous, lovely or of good report or praiseworthy, we seek after these things. (Thirteenth Article of Faith)*
3. *As a matter of personal commitment, students, staff and faculty of BYU, BYU-Hawaii, BYU-Idaho, and LDSBC seek to demonstrate in daily living on and off campus those moral virtues encompassed in the gospel of Jesus Christ, and will:*

*Be honest*

*Live a chaste and virtuous life*

*Obey the law and all campus policies*

*Use clean language*

*Respect others*

*Abstain from alcoholic beverages, tobacco, tea, coffee, and substance abuse*

*Participate regularly in church services*

*Observe the Dress and Grooming Standards*

*Encourage others in their commitment to comply with the Honor Code.*

4. *Specific policies embodied in the Honor Code include (1) the Academic Honesty Policy, (2) the Dress and Grooming Standards, (3) the Residential Living Standards, and (4) the Continuing Student Ecclesiastical endorsement.*

### **5.03. RESIDENTIAL LIVING STANDARDS**

*As stated in the Honor Code, 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 422-2847 or the Off-Campus Housing Office, telephone 422-5066.*

### **5.04. 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:

3. **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.
4. **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.

#### **5.05. 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.

#### **5.06. 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 university contract. Failure of the owner to maintain the standards after notice of a violation may be grounds for BYU to terminate the contract with the landlord and for the students to terminate agreements. The following are guidelines to help owners meet their obligations to maintain the Residential Living Standards:

#### **5.07. SCREENING APPLICANTS**

The more time spent screening applicants, the fewer problems an owner will experience from residents. Police authorities say that screening procedures help greatly to prevent apartment complexes from becoming habitations for criminals. Police authorities recommend the following procedures to 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, and evictions from previous owners, and BYU student housing status. Owners should also check into the past rental history and income source of the applicant by requiring references of at least two past owners, financial institutions, and/or places of employment. If any of this information is falsified, owners 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. Take a photograph of all residents to keep on file. For those with automobiles, owners may 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 should 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 at the BYU Off-Campus Housing Office.
5. If an owner has an office where students check in and sign contracts, 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 observations or suspicions. Here is what an owner should do:

1. Get as many facts as possible before making any judgments to avoid wrongfully accusing someone. Distinguish between first-hand facts and hearsay.
2. Interview all parties involved--the complainants, the witnesses, and the accused. Ask questions that elicit the facts. Take notes of the things people have personally seen and heard. Distinguish the facts from the emotions and the 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 (801-422-5066).

## 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 counseling, 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.
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 male and a female have been in the bedroom with the door closed for a long time or overnight or for very late hours in the apartment or bedroom, or when illegal drugs, alcohol, or tobacco have been used on the premises. When evidence or admission of serious sexual or moral transgressions, lying, deceit, assault, harassment, or threats of physical harm are involved in a standards violation, the violation is considered a serious one. 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. 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. 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 and the BYU Off-Campus Housing Office.

## 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 (801-422-5066) or the Honor Code Office (801-422-2847). Call us 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. The information you report may be helpful in solving other problems of which you may be unaware.
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. DEALING WITH SUICIDE ATTEMPTS AND THREATS**

The university must know immediately about any student contemplating life-threatening harm to self or others, whether or not he or she is serious. Follow these instructions if a BYU-student tenant is behaving in such a manner:

1. In an emergency, call Provo or Orem Police emergency number (911) then call the University Police dispatcher (422-2222), who in turn will notify an emergency counselor from the BYU Counseling and Career Center. The Center always maintains an on-call emergency counselor.
2. For non-emergencies during the regular working day, call the BYU Counseling and Career Center (422-3035). On the same day or following day, notify the Honor Code Office at 422-2847. Give complete, accurate, and factual details of what took place.

## **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 separation. Owners must separate students in university-Contracted Housing from non-students as follows:

1. A university-Contracted owner may rent exclusively to students. (See definition of "single students" in section 8.01)
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 accepted by the University 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 terminating 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 to provide 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 determine how its policy of separating the genders should be implemented 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 sitting 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 approval 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 development or to a condominium conversion. 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 a contract 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 a university contract 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 terminate 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 receives a university contract and when all individual unit owners in the condominium complex have received either a university contract or a written exemption approved by the university's Off-Campus Housing Office. A university contract may be granted to units complying with the conditions outlined in paragraph 7.03.4 below. Approved exemptions may be granted to units meeting the conditions outlined in paragraph 7.03.5 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 its university contract or exemption.

4. **Conditions for Receiving A 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 Home Owners Association 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 and 8.02).*

- c. *Married couples may reside on a temporary basis when the owner has difficulty filling the unit with single students.*
- d. *The owner must meet all conditions for a university contract described elsewhere in this handbook.*

**5. Exemptions from A University Contract**

In the situations that follow, the Off-Campus Housing Office may approve 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 approved by the BYU Off-Campus Housing Office. The condominium developer or 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 in the following situations:**

- a. *Exemption for the Owner Occupant:* When the owner is the sole occupant of the unit or resides in the unit with only his or her spouse, children, grandchildren, brothers or sisters, the occupants may be of the opposite gender from that designated for the building.
- b. *Exemption for Children, Grandchildren, Brothers and Sisters of the Owner:* When the owner's children, grandchildren, brothers or sisters (single or married) are the sole occupants of the unit, they may be of the opposite gender from that designated for the building. Sisters and brothers of the same family may live in the same unit provided there are no other occupants in the unit. Cousins must be of the same gender within the unit.

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

When a unit is sold, university contract and any special allowances or exemptions do not transfer to successor owners. New owners shall apply for and receive a university contract from the BYU Off-Campus Housing Office in accordance with the current condominium policy 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:

1. 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.
2. Single students may live in the same dwelling unit with families only with authorization of officials in the Off-Campus Housing Office. In general, permission is granted for single students living with families that have two parents in residence and the family members of the opposite sex from the students do not occupy rooms in the same area of the dwelling unit or use the same bathroom as the students. Single students may be allowed to live in the same dwelling unit with a family that has one parent in residence when all the students and all family members in the dwelling unit over the age of two years are of the same gender. In all such situations, sufficient privacy and separation of living quarters must be provided between students and family members as determined by officials of the BYU Off-Campus Housing Office, and all students in the dwelling unit must have an express agreement with the parents of the family to reside together in the same unit.

### **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, married couples, or families as defined in this section and remove any tenant not meeting the definition below upon notice given to owner or his or her agent:

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 paid the required application fee for enrollment or re-enrollment at BYU for a semester or term commencing within **four months** after the initial date of occupancy of Contracted Housing.
  - c. International and other BYU students enrolled in Continuing Education courses or workshops extending four weeks or longer such as English as a Second Language.
  - d. 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.
  - e. Disabled persons who receive daily assistance from BYU students with whom they live.
  - f. Single students of an educational institution, which has its own Title IX sex-segregation housing provided by common off-campus landlords (i.e., other institutions with Title IX housing programs such as Utah Valley State College, Stevens Henagar College, Provo College, Paul Mitchell The School, Dallas Roberts Academy, Bon Losee Academy, Nomen-Global Language Centers, American Institute of Medical and Dental Technology, Selnate International School).
  - g. Students enrolled in and attending an LDS institute program.

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 (unless written permission otherwise is received from the Off-Campus Housing Office) 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 person who is 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 and single persons who are pregnant 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 (unless written permission otherwise is received from the Off-Campus Housing Office).
3. Individuals who have been 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.** Some BYU students are required to live in university-Contracted Housing, others are not. 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 and to provide the address of their local residence (not a post office box) as part of the registration process each semester or term. The Off-Campus Housing Office may waive this requirement for the following students:
1. Single parents with children.
  2. Single students living with parents.
  3. Single students who are in graduate school.
  4. Under certain conditions, as determined by the Off-Campus Housing Office, the requirement may be waived for students who have a special circumstance or hardship.
- 9.02.** University-contracted owners must complete the Tenant Checklist each semester or 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 or term.
- 9.03.** Hotels, motels, and studio apartments are not 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.** BYU single students 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. Future registration may be stopped, current registration may be discontinued, fees may be assessed and activity card privileges may be withheld 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 consequences in 9.04.1 as well as disciplinary action by the University for Honor Code violations.
3. When a student has signed an agreement to live in a facility not contracted by the university and the student has not been excused from the university housing policy above, sanctions listed in 9.04.1 may be applied even though the student's tenancy extends beyond the current semester or term in which the student is enrolled. A student may have to either move from the unContracted Housing unit, regardless of the consequences, or forgo registration and other privileges at the university until complying with this policy.

## **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, 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 terminate 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.

## **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 on the Americans with Disabilities Act go to <http://www.usdoj.gov/crt/ada/adahom1.htm>.

## **13. THE STUDENT RENTAL AGREEMENT**

**13.01.** University-contracted landlords must use with every tenant occupying a contracted rental facility, either the latest edition of the standard form *BYU Student-Landlord Rental Agreement* prepared by BYU or a non-standard form rental agreement that has been reviewed yearly by BYU before the agreement is used.

**13.02.** Non-Standard university-contracted rental agreements shall include the Required Contract Features for student rental agreements listed below and must be reviewed by a university Housing official and an attorney designated by the University. The owner will be charged a fee of no less than \$150.00 per hour and shall allow at least 30 days for the review. Lengthy addenda, house rules, and application agreements may require more than 30 days.

**13.03.** All application agreements, addenda, including house rules, and other provisions of the rental agreements, whether using the standard form or a non-standard rental agreement, shall not have terms that conflict with or supersede any of the Required Clauses of the BYU Off-Campus Housing Program or the intent thereof. Any terms or conditions of the rental agreement and its addenda or attachments, including house rules, that are found to be oppressive, unconscionable, unreasonable, unlawful, or inequitable or that do not include the Required Clauses in 13.05 through 13.06 are unenforceable. Owners who use the *BYU Student-Landlord Rental Agreement* shall not make any alterations or interlineations on the form except for blanks that must be filled in.

**13.04.** When terms and conditions of student rental agreements are not in compliance with the Required Clauses in 13.05 through 13.06 and are brought to the attention of the Off-Campus Housing Office, the landlord may lose the university contract if immediate correction of the problem is not made.

### **13.05. REQUIRED CONTRACT FEATURES**

1. Include the name, mailing address, residential address, and telephone number(s) of the local agent of the owner.
2. Give the identity or address of the dwelling unit being rented.
3. Have clear statements of the duration of the agreement.
4. State terms of rental and deposit payment and conditions under which refunds will be issued.
5. State responsibilities of the owner or tenant to pay for utilities.
6. Use the latest edition of the Required Clauses as published by BYU Off-Campus Housing.
7. All terms and conditions of the rental agreement including applications, addenda, or rules must not violate the law and shall not be in conflict with one another or conflict with or supersede the Required Clauses of the BYU -contracted rental agreement or the intent thereof.
8. Terms or conditions shall not be oppressive, unconscionable, unreasonable, unlawful, or inequitable.

### **13.06. REQUIRED CLAUSES**

All rental agreements used in the BYU Off-Campus Housing Program shall include the following clauses, word for word as stated below, unless a special exception is allowed. Any other terms of the rental agreement and its addenda shall not conflict with them or the intent thereof:

1. **CERTIFICATION OF STUDENT STATUS:** I hereby certify that I am a "student" and am eligible to rent and reside in BYU Contracted Off-Campus Housing, that is, I am a full or part-time student of BYU, enrolled in daytime or evening classes; or, I have applied to BYU or a qualifying institution listed below and paid the required application fee for enrollment within four months after the initial date of occupancy of Contracted Housing; or, I am enrolled in and attending an LDS institute program; or, I am a student of an educational

institution which has provided its own Title IX sex segregated housing provided by common off-campus landlords (Utah Valley State College, Stevens Henager College, Provo College, Paul Mitchell The School, Bon Lossee, Dallas Roberts Academy, Nomen-Global Language Centers, American Institute of Medical and Dental Technology, Selnate International School), and I have elected to live in such housing under the terms and conditions found herein. I further certify that I have never been evicted nor had my tenancy terminated from BYU Contracted Housing for violating the BYU Honor Code or the BYU Residential Living Standards nor have I been dismissed, suspended, nor have I withdrawn (in lieu of being suspended or dismissed) from BYU for non-academic reasons. I agree to live in BYU Contracted Housing under the principles of the BYU Honor Code, the BYU Residential Living Standards, and the gender separation policy and remain eligible as a student as defined in this paragraph. I recognize and understand that my certification of student status is material to and relied upon by the landlord in entering into this rental agreement and any misrepresentation found herein or change in student status is reason for immediate eviction and such other legal and equitable remedies as the landlord may pursue. For BYU students, the landlord is required by BYU to verify each semester through Route Y that you are a resident, with a current contract, living at this address.

2. **RESIDENTIAL LIVING STANDARDS:** I agree to comply with, and acknowledge the landlord's and my responsibility to maintain the BYU Residential Living Standards as listed below and to help other students maintain the same. My violation of these standards shall be sufficient cause for eviction.

**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 written notice is given to students.

**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, in the sole discretion and judgment of the university, is not permitted in student housing. All guests of students must comply with the Residential Living Standards while on the premises of BYU Contracted Housing. 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.

**Dress and Grooming Standards:** All students and residents of BYU Contracted Off-Campus Housing are required to know the BYU dress and grooming standards and abide by them.

3. **RENTAL AND PARKING ACCOMODATIONS:** The Landlord warrants that the rental accommodations have received a BYU contract or will receive final contract with BYU by the occupancy date and will remain contracted by the Off-Campus Housing Office at Brigham Young University for the term of this contract. The Landlord has a total of \_\_\_\_\_ off-street parking spaces available for a maximum occupant capacity of \_\_\_\_\_.

4. **A. TERMS AND CONDITONS OF AGREEMENT:** Students and landlords agree to abide by applicable City, County, State, and federal laws governing the rental relationship, Agreements, and the rental property. No modifications of this Agreement may be made, however, by interlineations or modification of any provision of this Agreement. In addition to the terms and conditions of this Agreement, the landlord may establish, in writing, addenda and house rules covering, for example, check-in/check-out procedures, etc. Any additions to this Agreement, including the addenda, house rules, or procedures established by the landlord must be attached to this Agreement at the time of its signing and if the additions are in conflict with or supersede any part of this Agreement, they are invalid and unenforceable. In addition, written addenda and house rules that are unlawful, oppressive, unreasonable, or inequitable shall not be enforced in arbitration or by any court.

**B. FEES, COPIES, AND RECEIPTS:** All fees and nonrefundable portions of the deposit must have a clearly defined purpose and amount stated in writing to the student at the time of agreement and shall not be exorbitant but must bear a reasonable relationship to actual damages suffered or costs incurred. The landlord shall provide the tenant with copies of all rental agreements, addenda, house rules, and bills at the time of agreement or billing, and shall provide a receipt for any money paid in cash at the time of payment.

5. **RESIDENTIAL LIVING STANDARDS:** The landlord agrees to exercise reasonable effort to maintain the Residential Living Standards as outlined above. Landlord's failure to take reasonable steps to maintain these standards after actual or constructive notice of any violation which affects the tenancy of the student from any source will constitute grounds for student to end the tenancy. Violation of the Residential Living Standards by the student shall be a material breach of this agreement permitting immediate eviction.
6. **DISPUTE SETTLEMENT:** When an owner and a BYU student fail to settle any controversy with respect to the rental facilities or to their rental Agreement(s) after making a good faith effort on their own, all such controversies shall be submitted to the BYU Center for Conflict Resolution (hereinafter "CCR") for mediation if either party to the controversy so requests by serving written notice to the CCR. Both parties agree to make a good-faith effort to settle such controversy through mediation and to be governed by the Mediation Rules of the CCR unless the CCR declines to mediate the controversy. If mediation fails to resolve the problem, either party may request arbitration by the CCR. If either party requests arbitration, both parties agree to submit to the jurisdiction of the CCR and be bound by its decision as rendered in accordance with its rules and regulations. The parties agree that the CCR arbitrators have sole and exclusive right to determine all questions of law and fact and may grant any remedy or relief that the arbitrators deem just and equitable, including specific performance. Any BYU student who fails to comply with an arbitrator's decision will have a hold placed on his or her university records and a stop and discontinuance on registration. Landlords who fail to comply with such decision(s) will lose their BYU contract for their facilities. If civil court action is pursued to enforce the terms of this Agreement or the arbitration award, the non-prevailing party agrees to pay all costs in connection therewith, including a reasonable attorney's fee. Other students might have alternative dispute procedures provided by their own institutions.
7. **MISCELLANEOUS STUDENT OBLIGATIONS:** The student agrees to use the property as his or her personal residence. The student shall maintain the interior of the property in a reasonably clean and safe condition, use reasonable care in consumption of utilities and services furnished by the landlord, and avoid unreasonable noise or other disruption of the privacy and peaceful enjoyment of the premises by the landlord and other students. The student shall be responsible for any damage to the property beyond reasonable wear and tear by the student, members of the student's family, or persons invited on the property by the student. The student shall not make, or cause to be made, any alterations to the property or its contents without first obtaining the written consent of the landlord. The student agrees to notify the landlord in writing about any needed repairs or violations of the Honor Code or Residential Living Standards with other students or residents.
8. **REPAIRS AND MAINTENANCE:** The landlord agrees to maintain, at landlord's expense, both the interior and exterior of the property and any provided furnishings or appliances in a safe, reasonably clean, and operable condition and comply with all applicable State, County, City laws and the most recent edition of the BYU Minimum Specifications for Contracted off-campus housing. The landlord shall respond promptly to any emergency, urgent problem, or critical repair on the property 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 *BYU Off-Campus Housing Handbook*, Section 17.05. The *BYU Off-Campus Housing Handbook* is incorporated herein by reference. When there are non-critical problems on the property or a complaint about a failure of the facilities to comply with the BYU Minimum Specifications or any other applicable laws, the landlord shall respond in a reasonable time period and work with due diligence to correct the problem.
9. **LIABILITY OF LANDLORD:** Landlord shall not be liable for any damages or losses to person or property caused by the student, other persons, the elements, fire, theft, or other catastrophes unless the same is due to the negligence of the landlord. Student is strongly advised to secure insurance to protect his or her property from such occurrences.
10. **DELAYED POSSESSION:** If the landlord is unable to deliver possession of the premises at the commencement date of this Agreement, the tenant shall not be liable for any rent and may elect to terminate this Agreement at any time until possession is delivered. The landlord shall be liable for any damage caused thereby through the third day from the commencement hereof, if possession is not delivered, or until the day the tenant terminates, whichever is earlier.

11. **TERMINATION OF UNIVERSITY CONTRACT:** Upon five days written notice to the landlord or its agent, students may terminate this Agreement at any time the dwelling unit does not have BYU Contracted status. The landlord agrees to remit within 5 days the balance of any prepaid rental and/or deposit monies to any student electing to terminate his or her Agreement in accordance with this paragraph. The landlord may retain only a pro rata portion of nonrefundable fees.
12. **FIREARMS, WEAPONS, AND EXPLOSIVES:** Unless prior written consent is received from the landlord and all other students in the dwelling, neither the student nor the landlord or its agent, if residing in the same dwelling as the student, may store, keep, or maintain on the premises any firearm, explosives, or dangerous weapons, including knives (except reasonable cutlery), or other items which, in their intended use, are capable of inflicting serious personal injury.
13. **PETS:** No animal or pet shall be kept on the premises without prior written consent of the Landlord and all students in the rental unit.
14. **GUESTS:** The student may not have overnight guests without notice to and written consent of the landlord and of all other students in the dwelling. If consent is given by the landlord, a single student shall have only overnight guests of the same gender as that designated for the dwelling. The landlord may charge the student having overnight guests a fee in the amount of a pro rata portion of the rent unless a fee is agreed to elsewhere in this contract. All guests must comply with the BYU Honor Code and Residential Living Standards when on the premises.
15. **PEACEFUL POSSESSION AND EXERCISE OF RIGHTS:** The landlord shall ensure the quiet enjoyment and peaceful possession of the dwelling for the student and shall not unjustly evict the student and neither party shall harass or retaliate against the other or against other student tenants for the exercise of his or her rights under this Agreement and Utah law.
16. **RIGHT OF PRIVACY AND INSPECTION:** 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.
17. **TRANSFER OF STUDENTS:** Unless circumstances warrant an immediate transfer, upon 7 days written notice to the student, the landlord may transfer the student to an equally suitable apartment or room other than originally assigned for the purposes of consolidating students or other justifiable reasons. In all cases where the landlord transfers students for landlord's own purposes, the landlord agrees to pay telephone transfer fees and nonrefundable utility hookup fees, if any, plus \$40 per person to cover other costs of moving. Such amounts shall be offered, at the student's option, either as an immediate payment to the student or as a credit toward the next money obligation due landlord from student.
18. **RENTAL DEPOSIT:** Students shall not be required to pay a deposit exceeding two months rent. The landlord may apply the rental deposit to any of the following obligations of the student: (A) rent owed under the terms of this contract, (B) damage to the property done by the student individually or by persons invited on the property by the student beyond reasonable wear and tear, (C) other costs provided for in this Agreement, and (D) cleaning of the unit, unless reasonably cleaned by the student, reasonable wear and tear excepted. The

balance of any deposit and prepaid rent, if any, and a written itemization of any deductions from the deposit, and reasons therefore, shall be delivered or mailed to the student within 30 days after termination of the tenancy or within 15 days after receipt of the student's new mailing address, whichever is later. The student shall notify the landlord or designated agent of the location where payment and notice may be made or mailed. If there is damage to the rented premises, this period shall be extended to 30 days. If the landlord in bad faith fails to provide the student the appropriate refund and statement within the applicable time period stated above, the student may recover the full deposit, a penalty of \$100 and court costs.

19. **TERMINATION BEFORE COMMENCEMENT DATE:** At any time not less than 90 days before the commencement date of this Agreement, either party may terminate this Agreement by giving written notice to the other party and paying a \$50.00 fee to be paid at the time notice of termination is given. When the student gives notice of termination, any prepaid rental and/or deposit monies owed by the landlord shall be refunded to the student within 30 days of the notice of termination. When the landlord gives notice of termination, any prepaid rental and/or deposit monies owed by the landlord shall be refunded to the student at the time notice of termination is given. If notice to terminate is given after the 90th day before the commencement date in paragraph 2 of this Agreement, the terminating party may terminate this Agreement only upon conditions set forth in this Agreement.
20. **TERMINATION BY STUDENT OR AUTOMATIC TERMINATION:** The Agreement may be automatically terminated or terminated by the student, prior to its expiration with all rental charges prorated through the last day of tenancy under the following circumstances and conditions: (A) Death of the student. (B) If the student officially withdraws from school due to a verified unforeseeable and unexpected catastrophic loss or serious illness. In such instances, termination of the Agreement is in effect after acceptable verification has taken place. Student shall forfeit rental deposit and legal deductions. (C) If the student leaves school due to a verified call into active military duty, the student may terminate further contractual obligation after 5 days written notice to landlord as outlined in the Service Person's Relief Act. (D) If, at any time during the term of the contract, the student graduates from BYU or is required to do an internship for graduation which necessitates leaving the area, the student may terminate with 120 days written notice. After receiving the 120 day written notice the Landlord may at the end of any semester, relet the rental space and thus relieve the student of any further obligation under this Agreement or continue to collect rents for the full duration of the 120 days. The student's rent obligation continues 120 days from the date written notice is given to the landlord. (E) After student gives notice of his or her intent to vacate the property, if the student or landlord finds a suitable substitute student who executes a new rental Agreement with the landlord, the student may terminate without penalty or further contractual obligation. The last day of tenancy shall be the day before the substitute tenancy begins and the landlord shall not unreasonably decline to accept any suitable substitute student or aid the student in finding and renting the property to any suitable substitute student. Landlord may charge the student a reasonable fee for costs of early termination under this subsection provided such fee is agreed to in writing. If the student finds a suitable substitute student, which the landlord refuses to accept, the student may terminate without penalty or further contractual obligation. No subleasing is permitted. (F) After written notice from the student of any material, substantial, or continuing breach of this Agreement by the landlord or of a failure of the landlord to take reasonable steps to maintain the BYU Residential Living Standards and the landlord fails to correct the problem within a reasonable amount of time, the student may terminate without penalty or further contractual obligation upon written notice of termination, or, in the alternative if requested by the student, the student may receive a rebate in rent as determined in arbitration or a court of law.
21. **TERMINATION BY LANDLORD:** In any of the following instances the landlord may elect to terminate this lease, re-enter and take possession of the premises after notifying the student in writing pursuant to Utah Law: (A) failure of the student to make any payment required under this Agreement when due; (B) when the cost of damages caused by the student or his or her invitees exceeds the amount of the rental deposit; (C) when the student causes any material, substantial, or continuing breach of this Agreement; (D) when the student violates the Residential Living Standards, or is not eligible to live in University Contracted Housing as defined in the Certification of Student Status paragraph above; (E) when the student's conduct interferes with other residents' rights to peaceful enjoyment of the premises, recklessly endangers human life including self, or when the student assaults, harasses, disturbs the peace of, intentionally damages, defaces or destroys the property of or threatens physical harm against other students, the landlord or its agent or when the student suffers, permits, or maintains any nuisance, or any health or safety hazard on the premises. Landlord shall

re-enter and take possession under the terms of this lease only by lawful means pursuant to a court order or after the premises have been surrendered or abandoned by the student. Landlord shall not re-enter by means of force or seek to reclaim the premises by lockout, or termination of essential services. If the landlord re-enters the premises in accordance with this paragraph or any other provisions authorizing forfeiture, the landlord shall use his or her best effort to re-rent the premises on reasonable terms and the student agrees to pay landlord any differences between rent agreed herein and rent collected from re-rental of the premises for the remaining term of this lease. If the student, without just cause, fails to comply with legal notices of eviction or court orders, the student agrees to pay all costs of eviction including legal penalties provided by law and a reasonable attorney's fee.

## **14. PROVIDE COPIES OF AGREEMENTS AND RECEIPTS**

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

## **15. FIREARMS, WEAPONS, AND EXPLOSIVES**

**15.01.** Owners agree that they will not nor will they allow tenants to store, keep, or maintain on the premises any firearm, explosives, 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 specifically 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 a residential address at which students may deliver or post notices and communications. 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 a regular mailing 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 be interviewed by a BYU Off-Campus Housing official 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 agent must complete the Tenant Checklist each semester or 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 or term.
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 terminate 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 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, 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 notice is delivered or mailed to the local agent's residential mailing address or place of business.

**17.04.** The BYU Off-Campus Housing Office may terminate 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. Termination of the 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—24 hours.
2. Leaking gas—24 hours (Tenant/Owner or agent should be instructed to call the gas company immediately.).
3. Missing flues or venting components resulting in exhaust gases entering the building (Tenants should be instructed to call the gas company immediately.)—24 hours.
4. A lack of heating during the period of September 15 through May 15—24 hours.
5. A lack of electrical, water, or natural gas service caused by the property owner—24 hours.
6. No operable toilet in the dwelling unit—24 hours.
7. Failure of sewage disposal facilities causing a backup, overflow, or blockage of sewage—24 hours.
8. Inoperable or missing exterior door or door locks—24 hours.
9. Inoperable or missing smoke detector or fire sprinkler system where required—24 hours.
10. Overload of main or branch electrical distribution systems—24 hours.
11. Exposed components of an electrical system that are capable of producing electrical shock or fire—24 hours.
12. 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—48 hours.
13. A dysfunctional heating system unable to maintain indoor room temperatures above 65° F. during the period of September 15 through May 15—48 hours.
14. Tub and shower or kitchen or bathroom sink with inoperable drain or no hot or cold water—48 hours.
15. A completely inoperable refrigerator or cooking range or stove—48 hours.
16. Any other repairs not listed above which seriously affect the safety, health, or security of student-tenants and that are declared "critical repairs" by written notice to the management from the Off-Campus Housing Office—48 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 of any change of ownership or a switch from families to single tenants or a change from students to non-students or a change from male to female tenants or vice versa. The university contract is not assignable. New owners must apply for a contract and proceed through the contracting process.

## 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 the university contract or applicable law. The university reserves the right to inspect contracted rental units as needed.

## 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 the 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, 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 the 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 termination of university contract. In the event of discontinuance of the BYU contract, the landlord agrees that rental agreements of BYU students are terminable by the tenant upon 5 days' written notice to the landlord after termination of the contract for the rental facilities by the university. The university will inform students of the termination of university 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.
5. No unit containing two or more bedrooms shall be arranged so that occupants of one bedroom must go through another bedroom to get to the bathroom, unless specific approval is given by the Off-Campus Housing Office.

### **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.

### **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 contracted 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. Four is the maximum number that will be approved per room.
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, unless specific approval is given by the Off-Campus Housing Office.
4. Sleeping facilities for single students are not allowed to be set up in living-room areas.
5. Enclosed closet space of reasonable size shall be provided for each individual.

### **20.05. COOKING AND EATING FACILITIES**

Where cooking and eating facilities are made available to single students, the following furnishings are required:

1. One reasonably sized refrigerator with freezing compartment in reasonably good operating condition for the first six adults. When more than six adults 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 or at such temperatures as specified by the manufacturer.
2. One electric or gas stove with oven in reasonably good operating condition for the first six adults. When more than six adults 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. FOOD SERVICE**

For those rental facilities that provide board as well as room, the following minimum standards will apply for services:

1. Food is to be prepared and served in clean, wholesome surroundings that are completely free from insects, rodents, or unsightly conditions.
2. Sanitary practices shall be followed in washing and sterilizing dishes before reuse.
3. Food should be wholesome and nourishing and should provide properly balanced nutrition.

#### **20.07. 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 desk(s) or table(s) 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; and one at each study desk.
3. Reasonable amount of chest-of-drawers 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.
8. A dining table and chairs to adequately seat all residents.

9. A separate bed with frame and mattress must be installed for each single student. Beds and mattresses shall be comfortable, reasonably clean, and in good repair.
10. If bed linen and towels are provided by the landlord, they shall be changed at least once a week. All other supplied bedding shall be maintained in a clean condition.

#### **20.08. MAINTENANCE AND SERVICES**

1. The landlord shall be responsible for all exterior and interior maintenance, repairs, and painting at his or her expense, although students shall be responsible for the cost of repairs if the damage is beyond reasonable wear and tear.
2. Landlord must provide a reasonable number of receptacles for garbage storage and removal.
3. Floors and walls shall be finished so that they can be easily cleaned. The landlord shall provide and maintain vacuum cleaners in good working order.
4. The landlord shall provide all necessary equipment for heating, plumbing, electrical, sewer, ventilation and telephone systems and for other services and utilities, such as cable TV, 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.

#### **20.09. 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.

#### **20.10. 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 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 out, and all other exterior areas shall be adequately lighted for safety and security purposes.

## **20.11. 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. Bedrooms located below the fourth (4<sup>th</sup>) floor shall be provided with an exterior window of sufficient dimensions that it can be used as a means of emergency egress in accordance with Provo City ordinances.
2. All student rental facilities are required to meet the local city fire codes.
3. No combustibles shall be stored within 36 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 metal 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 adult 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 or shall have a window sufficiently close to the entrance door 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. Verification of the certification of the remediation repairman must be sent to the Off-Campus Official working with the case (Fax 422-0182). Also, weekly remediation progress should be reported to the Off-Campus Housing Official. EPA guidelines concerning mold are available at: [www.epa.gov/iaq/molds](http://www.epa.gov/iaq/molds).

## **20.12. 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. Zoning Disclosure Required (Provo City Code 6.25.050): Every agreement to purchase, lease or rent real property which includes any of the transactions set forth in Section 6.25.030(1) of this Chapter, a seller or lessor, as the case may be, shall disclose to the buyer or lessee the zoning of the property which is the subject of the transaction and the legal occupancy of each of the dwelling units located on the property as governed by applicable provisions of Title 14 of the Provo City Code. The buyer or lessee shall acknowledge in writing the zoning disclosure.
3. Every building shall be weather protected so as to provide shelter for the occupants against the elements and to exclude dampness.
4. 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.
5. Every modification of an existing building shall be performed pursuant to applicable building codes and procedures with building permits and inspections.

## **20.13. ZONING AND PARKING**

1. Landlords shall not permit contracted dwelling units to be occupied by more residents than allowed by local zoning ordinances.
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.
3. Zoning ordinances and parking regulations come under the jurisdiction of the respective city governments and are subject to change and interpretation by their 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 contract procedures do not promote violations of the law. For this reason the Off-Campus Housing Office contracts with 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. BYU requires a mediation and arbitration clause to be used by all contracted owners in their rental agreements with BYU students. 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 the 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 Off-Campus Housing Office (OCHO) waives such procedures. (See Section 5 of the BYU Center for Conflict Resolution's "Rules of Arbitration" at <http://ccr.byu.edu/>) After such preliminary procedures have been exhausted or after a default in a mediated settlement agreement, you must initiate arbitration within 90 days. The OCHO 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.

## **21.02. BYU MEDIATION SERVICES**

1. When an owner and a BYU student fail to reach a settlement of the dispute on their own, either party may file a written request for mediation of the dispute at the BYU Center for Conflict Resolution. The mediators are trained personnel of the BYU Center for Conflict Resolution. During mediation the parties have an opportunity to discuss their interests and negotiate. The mediator facilitates and directs the discussion, but does not render a decision. The disputing parties make the decisions in mediation. Mediators hold all communications to them in confidence during the mediation process and will not be a witness for nor against either party in an arbitration hearing or in a court of law. Participants in mediation agree to the Rules of the BYU Center for Conflict Resolution whenever they are a party to a controversy mediated by BYU. Any party having another person represent them in the mediation must assure that such person has the requisite authority to negotiate a settlement.

## **21.03. PRELIMINARY DISPUTE RESOLUTION PROCEDURES**

1. When a "petitioner" (the party initiating action or making a complaint) desires mediation, the personnel from the OCHO or the BYU Center for Conflict Resolution will attempt to contact the

“responding” (defending) party and encourage him or her to meet with the petitioner in a mediation conference. If the respondent also desires mediation, a mediation conference will be set up and an attempt will be made to settle any disagreements among the parties with the help of a mediator.

2. When the petitioner desires mediation, but the respondent refuses to meet in mediation or is uncooperative or unavailable for mediation, the OCHO will determine whether there is good cause to mandate mediation or terminate the mediation process and allow the petitioner to initiate arbitration. Owners who manifest a pattern or practice of not meeting with students in mediation conferences or not making good-faith efforts to settle controversies with students may have their university contract removed.
3. If the petitioner desires not to mediate, but rather, desires to proceed immediately to arbitration, the OCHO will allow the petitioner to initiate arbitration. However, the responding party may elect to have a mediation conference before the arbitration hearing. If the responding party elects to have mediation, both parties must cooperate with one another by meeting in a mediation conference to be held no later than seven days before the arbitration hearing date; otherwise, the arbitration hearing will be postponed or disallowed.
4. When both parties desire to proceed directly to arbitration without a mediation conference, the OCHO must waive the mediation process before the arbitration hearing may be held. The OCHO will determine whether to mandate that the parties meet in a mediation conference before proceeding to arbitration if, in its own opinion, good cause exists.

#### **21.04. BYU ARBITRATION SERVICES**

1. Contracted owners must use a rental agreement containing an arbitration clause in which the owner and BYU student tenant have agreed to arbitrate any controversy with respect to the rental facilities or their rental agreements whenever one of them demands arbitration at BYU and the preliminary dispute resolution procedures stated above have been exhausted. The parties agree to submit to the jurisdiction of the arbitrators of the BYU Center for Conflict Resolution and be bound by the decision as rendered in accordance with its rules and regulations.
2. Arbitration, like civil court, is an adversarial process in which the disputants give up the power to create their own solution and place control of their problem in other hands. Therefore, arbitration and court should be the last resort, not the first, to settle a dispute. Lawsuits and arbitrations tend toward the bipolar positions of win or lose, making compromise and face-saving difficult.
3. The BYU Center for Conflict Resolution (CCR) administers a pool of arbitrators for adjudicating disputes between BYU student tenants and owners of BYU-Contracted Housing. Arbitrators hear cases after a written demand for a hearing is submitted through the CCR. If necessary, arbitrators can hear cases when parties cannot be present but can communicate by phone or in writing. In the hearing, both parties may present evidence or witnesses to substantiate their arguments. After the hearing, a decision in writing is sent to each party. The decision of the arbitrators is final and legally binding and may include an award to one party or the other, or a decision to deny all requested relief. The arbitrator may decline to enforce any provision or claim that is judged to be unfair or inequitable.
4. A party to an arbitration may apply to the OCHO to enforce a decision through one of the following university procedures: (1) Any BYU student who fails to comply with the decision may have a hold placed on his or her university records and a stop and/or discontinuance placed on registration. (2) Any contracted owner or agent who fails to comply with the decision will lose the university contract for all his or her facilities. Unless both parties alter the time or procedure in writing, application for enforcement may be made to the Off-Campus Housing Office at any time after the decision is served unless an appeal is pending under the Arbitration Rules of the BYU Center for Conflict Resolution or to a court of competent jurisdiction.

5. Because Utah law authorizes the arbitration clause, the decisions of the arbitrators are enforceable through the courts of Utah. In certain circumstances, a court may reconsider decisions of the arbitrators, but the grounds for such review are very limited. Arbitration has its own rules that declare the procedures, limitations, and rights of the parties involved.

## 22. TERMINATION OF UNIVERSITY CONTRACT

**22.01.** University contract may be immediately terminated when the BYU Off-Campus Housing Office determines that an owner is violating the conditions for a contract 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 it's the sole discretion, reserves the right to deny a contract to any applicant for a first-time contract or subsequent contract whether or not their facilities meet the requirements for a contract.

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

1. The university may immediately notify all BYU student-tenants that the facility is not university contracted.
2. After termination 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. Student tenants are explicit third-party beneficiaries of the university contract 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 facility with a terminated contract or when the owner fails to finalize a 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 BYU Housing Office 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 students to live in Contracted Housing, single 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. Termination of a contract from a condominium owner or condominium unit may warrant termination of the university contract of the entire condominium complex and every condominium unit located in the same complex.

## 23. YEAR-TO-YEAR UNIVERSITY CONTRACT

**23.01.** The University contract is valid for no more than one calendar year unless terminated 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. Application for a contract 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](http://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 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. A complete copy of the *BYU Off-Campus Housing Handbook* is accessible at [www.byu.edu/offcampushousing](http://www.byu.edu/offcampushousing). It contains the university's policies, procedures, and requirements pertaining to the BYU Off-Campus Housing Program. You may also contact us by email at the web site.

### 24.03. VACANCY LISTINGS

To help owners and students sell leases and find rentals available for leasing, the Off-Campus Housing Office provides vacancy listings on the Internet and on printed sheets distributed at our office. Available rentals in university Contracted Housing for singles and Non-contracted Housing for graduate students, married couples and families are listed. Every business day the vacancy listings are updated and placed on our web site at [www.byu.edu/offcampushousing](http://www.byu.edu/offcampushousing). Click "Vacancy Listings." Printed copies of the listings are also updated daily and placed in display boxes outside the Off-Campus Housing office door at 2170 Wilkinson Student Center. 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 422-5066 between 1:00 p.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. A chart labeled "Large Complexes with Vacancies" includes reports about vacancy status from large apartment complexes and management companies of condominium complexes.

### 24.04. THE STUDENT HOUSING GUIDE

The annual *BYU Housing Guide* publicizes university-contracted rental facilities to students. In January of each year, the Daily Universe, BYU's student-run newspaper, 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 late January or early February when copies are distributed to students as an insert in one of the editions of the campus newspaper. Copies of the Guide are distributed throughout the year at the Off-Campus Housing Office along with the copies of the vacancy listings. The

Guide is also sent in information packets to new students and transfer students who request information about off-campus housing at BYU. Some of the information contained in the guide is also available on our web site. To advertise your rental facilities in the Housing Guide, contact the *Daily Universe* staff at 422-4591 in November to get in for the following year.