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# Introduction

The mission of BYU- Idaho has been and will ever be fundamentally religious. Thus, the deepest commitments of this university and its approved housing program are to the religious mission of The Church of Jesus Christ of Latter-day Saints.

## BYU-Idaho Mission

Brigham Young University-Idaho was founded and is supported and guided by The Church of Jesus Christ of Latter-day Saints. Its mission is to develop disciples of Jesus Christ who are leaders in their homes, the Church, and their communities.

The university does this by:

- Building testimonies of the restored gospel of Jesus Christ and fostering its principles in a wholesome academic, cultural, and social environment.
- Providing a high-quality education that prepares students of diverse interests and abilities for lifelong learning and employment.
- Serving as many students as possible within the resource constraints.
- Delivering education that is affordable for students and the Church.

## Approved Housing Stewardship

Create and foster a culture in which students learn and live the principles of Zion in their apartments and homes.

## Purpose of this Guidebook

The BYU- Idaho *Approved Housing Guidebook* provides basic information relating to single student approved housing. The *Approved Housing Guidebook* primarily outlines requirements, policies, and recommended practices within approved housing and is incorporated as part of the Agreement to Provide BYU- Idaho Approved Housing and the BYU-Idaho Student Landlord Housing Contract.

## Landlord and Manager Training

The Housing & Student Living Office is eager to provide training or clarification to landlords and managers regarding any topic presented in the *Approved Housing Guidebook*. Additionally, several face-to-face tutorials have been developed by the Housing & Student Living Office for the benefit of landlords and managers. The specific training tutorials available are outlined in Appendix A and may be requested by landlords or managers at any time.



# Approved Housing Policies

This section provides historical insight into the origin of BYU-Idaho approved housing. It discusses BYU-Idaho's lawful right to segregate approved housing by gender and restrict access to matriculating students. It also outlines eligibility requirements, describes policies governing approved housing properties, and specifically defines the standards to which all students must adhere while living in approved housing.

## Title IX Housing

The Fair Housing Act of 1968 governs community housing to protect individuals from discrimination based on gender, race, religion, national origin, familial status, or disability. The Title IX Higher Education Act of 1972 governs BYU-Idaho approved housing. This Act allows educational institutions to maintain separate living facilities for the different sexes (20 U.S.C.1681.Sex). In 1988, a religious-tenet exemption letter from Bruce Hafen, then president of Ricks College (now BYU-Idaho), was accepted allowing BYU-Idaho to exclusively restrict access to its university approved housing to matriculating students (34 C.F.R. 106.12(b) Exemption). Therefore, only BYU-Idaho students are eligible to live in approved housing.

## Single Students Must Live in Approved Housing

All single students under the age of 27 must live in approved housing unless they live at home with their parents. Exceptions to live outside of approved housing are rare. Under certain conditions, students may submit a formal request to the Housing & Student Living Office to live outside of approved housing.

## Approved Housing Requirements

**All single students under the age of 27 are required to live in approved housing. This includes:**

1. Individuals who are matriculating BYU-Idaho students (degree-seeking and admitted to a track).
2. Students who are off-track and continue to live in the immediate Rexburg area.

**Note:** The landlord assumes full responsibility to ensure all tenants meet these qualifications prior to allowing a contract to be signed. For details on verifying eligibility, please see Appendix B.

**Students who lose eligibility to live in approved housing must move out within 72 hours. This includes:**

1. Students who have been dismissed for a Student Honor violation or evicted for violations of the BYU-Idaho Student Landlord Housing Contract and/or BYU-Idaho Apartment Living Standards.
2. Students who are on Academic Suspension.
3. Students who have lost their student status for any reason.

### **Those who do not qualify to live in approved housing are:**

1. Individuals who have not been officially admitted to BYU-Idaho or who come to Rexburg prior to their assigned track.
2. Students who are married.
3. Unmarried students who qualify as a family (have dependent children or are legal guardians of dependent children).
4. Students who are divorced (exceptions to this particular disqualifier may be granted through the Dean of Students Office).

### **Summer Session and Off-Track Students**

Matriculating single students who attend summer session classes or are off-track and continue to live in the immediate Rexburg area are required to live in BYU-Idaho approved housing.

### **Accommodating Non-Students in Approved Housing**

BYU-Idaho approved housing may accommodate guests of the University for a limited time inasmuch as the individuals or groups are participating in either a BYU-Idaho or church sponsored educational program. BYU-Idaho students must never be displaced as a result of these accommodations.

Appropriate gender separation must exist between non-student individuals or groups and BYU-Idaho students. Single persons (i.e., unmarried) shall not stay in the same building as students of the opposite gender.

Requests to house non-student individuals or groups must always be reviewed and approved by the Housing & Student Living Office.

## **Property Requirements**

### **Property Ownership**

A property consists of all buildings within the same general compound. All buildings within an approved property must be owned by one individual, a legal partnership, or corporation. Property owners/landlords may not be single students living at the property.

### **Property Location**

Approved housing properties must be located within a boundary referred to as the Approved Housing Zone. A map displaying the zone can be found on the Housing & Student Living Office website at [www.byui.edu/housing](http://www.byui.edu/housing). BYU-Idaho reserves the right to modify the zone at its discretion.

### **Approved Housing Restrictions**

Hotels, motels, trailers, studio apartments, condominiums, single-family residential homes, and individually owned buildings or units in multi-building communities will not be considered for approved housing.



### **Name of Property**

The entire property must have one name and be identifiable with one address. Proposed name changes must serve a justifiable purpose beyond simply a desire to move up in the alphabetical listing of approved housing properties.

### **Gender Separation and Separation of Buildings**

All approved housing properties must provide for the appropriate separation of single male and female students. Men and women may reside in discrete buildings with separate rooflines on opposite sides of the property or in natural gender groupings of buildings. Gender shall not be mixed from one wing of a building to another; nor shall it be mixed within buildings.

Men's and women's buildings shall not be connected in any way other than by a parking structure approved in advance by the Housing Approval Committee. No other structures or common areas shall connect a building of one gender to a building of the opposite gender.

BYU-Idaho reserves the exclusive right to determine how the Gender Separation and Separation of Buildings policy shall be construed and applied.

### **Parking Lots and Common Areas**

Parking lots and common areas (e.g., lounges, laundry facilities, exercise rooms, pools, etc.) may be shared between men and women.

Eligible properties must explicitly and operationally provide for maintaining appropriate levels of privacy and respect in common areas, protecting against overly casual attitudes and behaviors among and between men and women, and promoting "righteous sociality."

### **Shared Bedrooms vs. Private Bedrooms**

All approved housing properties built after 2004 are shared bedroom properties and shall only sell shared bedroom contracts. The only properties approved to sell private bedroom contracts are those built specifically with private bedrooms in or prior to 2004.

### **Common Areas and Perception**

An approved property must maintain exclusive common areas (i.e., lounges, laundry facilities, exercise rooms, pools, hot tubs, etc.). These common areas are for the use of residents in one property and may not be shared by another property. All buildings and structures associated with the property will need to be approved for single students and the on-site manager(s).

The property cannot share a common driveway, parking lot, or other facilities with a neighboring approved housing property.

There needs to be a perception (visual and otherwise) that the property, especially those with multiple buildings, is one approved housing property. For example, common architectural elements may provide a visual commonality.

### **Mixed Use**

Commercial establishments may exist on the same property as approved housing complexes in “mixed-use” zones designated by the City of Rexburg. The nature of any commercial, retail, and/or mixed use space must be consistent with the tenets of the BYU-Idaho Honor Code. BYU-Idaho reserves the right to administer this policy on a case-by-case basis and any mixed-use development intending to house BYU-Idaho students must first be approved by the university.

### **Commercial Activities within Approved Housing**

No commercial activities can be conducted from or within approved housing units or common areas, including the parking lot(s). For example, students cannot operate a business from their apartment that brings individuals to the property for products or services.

### **Approved Housing and Community Housing**

A single student housing property located on the same premises as a community housing property may be considered for BYU-Idaho approved housing provided it does not share the same roofline with or is not connected in any way to the community housing property. Approved housing and community housing properties must be comprised of separate and discrete buildings. This separation must be both architectural and visual in nature. There shall not be a perception that single student residents and community residents share the same building(s).

Approved housing and community housing properties may share the same parking lot(s). Non-commercial common areas (e.g., lounges, laundry facilities, exercise rooms, pools, etc.), however, shall not be shared by the properties but must be specifically designated for use by either single students or community housing residents.

## **Apartment Living Standards**

BYU-Idaho Apartment Living Standards exist to preserve the integrity of the university and ensure the physical safety and spiritual well-being of each student.

Whereas the BYU-Idaho Apartment Living Standards explicitly include the tenets of the Honor Code and the principles and guidelines found in *For the Strength of Youth*, the following sections are not intended to restate standards that students have already committed to uphold, but rather address unique conditions and standards specific to BYU-Idaho approved housing and single student apartment life.

## **Entertainment and Media**

Landlords, managers, and students have a responsibility to filter and block material that is suggestive, vulgar, immoral, violent, illegal, or pornographic in any way. Internet access must specifically be filtered for Adult/Mature/Tasteless, Gambling, Nudity, Pornography, Proxy/Anonymizer (used to bypass filters), P2P/File Sharing (used for illegal downloading), Sexuality and all other inappropriate content categories.

Cable or satellite television must be filtered by R and NC-17 ratings as well as all inappropriate categories such as Language, Nudity, Violence, and Sexual Content. Most premium movie channels are considered inappropriate and must be filtered or blocked. Specific channels that often come with basic service and must also be blocked include MTV, VH-1, Comedy Central, and Spike.

Any other visual or written material in the apartment should fall within the guidelines and standards in *For the Strength of Youth*.

## **Firearms and Weapons**

Firearms, ammunitions, explosives, hunting bows, knives, swords, martial arts weapons, BB guns, pellet guns, paint-ball guns and any other device capable of inflicting injury or damaging property are prohibited on the premises of approved housing properties and in all approved housing apartments, including managers' apartments.

Facsimiles or likenesses of firearms or dangerous weapons are also prohibited.

## **Curfew and Quiet Hours**

1. Students should be in their own apartments by midnight (12 a.m.) Saturday through Thursday nights and 1 a.m. on Friday nights.
2. Apartment visitors must leave in time to arrive at their own apartments by curfew.
3. Quiet hours are from 10 p.m. to 8 a.m. daily and all day on Sunday.

## **Visitation by the Opposite Gender**

Visitors to an apartment of the opposite gender must adhere to the following standards:

1. There must always be at least three people in an apartment being visited by a member of the opposite gender.
2. Men and women may visit apartments of the opposite gender between 10 a.m. and curfew.
3. Visitors of the opposite gender are not allowed in bedrooms at any time.
4. When civility requires and a public restroom is not readily available, visitors of the opposite gender may use the bathroom in the apartment.
5. Where applicable, blinds must be open during visits by the opposite gender.

## **Pets**

No pets of any kind are allowed in BYU-Idaho approved housing.

# Approved Housing Landlords

BYU-Idaho truly values the contribution of landlords to the overall student experience and recognizes their critical role in creating and fostering a culture in which students learn and live the principles of Zion in their apartments and throughout the property. Landlords must be actively engaged in creating this culture.

It is evident that, because of a variety of circumstances, landlords have different levels of involvement. However, it is expected that all landlords work diligently to employ practices and policies that are fair and consistent with the standards and mission of BYU-Idaho. Landlords are also expected to establish expectations, processes, and procedures that will prepare on-site managers for success. This requires frequent contact and regular, hands-on training.

The relationship between BYU-Idaho and approved housing landlords is governed by a contractual agreement. This agreement, provided below, formally outlines the conditions, requirements, and obligations of approved housing landlords.

## Agreement to Provide BYU-Idaho Approved Housing

### Recitals

WHEREAS, BYU-Idaho is a four year educational institution which offers Associate and Baccalaureate degrees;

WHEREAS, pursuant to policy, BYU-Idaho requires all of its single students to live in sex segregated BYU-Idaho approved housing;

WHEREAS, while generally such sex segregated housing is not permitted under state or federal law, it is specifically permitted under Title IX of the Education Amendments of 1972;

WHEREAS, BYU-Idaho does not provide enough on-campus housing to serve all of the needs of its student body, and has thus instituted an Approved Housing program to provide the requisite sex segregated approved housing for its single students;

WHEREAS, to fulfill its programmatic needs, BYU-Idaho contracts with Landlords who will provide high-quality off-campus housing subject to the terms and conditions established in this Agreement and those found in its *BYU-Idaho Approved Housing Guidebook*;

WHEREAS, Landlord owns and operates certain rental facilities which are near or adjacent to BYU-Idaho's campus, and desires to participate in BYU-Idaho's Approved Housing program as an approved Landlord;

WHEREAS, Landlord represents that it can and will conform to the requirements of the Approved Housing program including but not limited to all policies, procedures, conditions, and regulations of approved housing as outlined in the *Approved Housing Guidebook*, and agrees to abide by and enforce

BYU-Idaho's Honor Code, Apartment Living Standards, and Dress and Grooming Standards as they currently exist, or from time to time are modified;

NOW THEREFORE, in consideration of the terms and conditions found herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **1. Grant of Approved Landlord Status.**

Landlord has prepared application documents requesting approved Landlord status, and in granting such status BYU-Idaho has relied on the representations made therein. By this Agreement BYU-Idaho grants Landlord "Approved Landlord" status and those properties of the Landlord that have been identified as properties to participate in BYU-Idaho's Approved Housing program are given "approved" status.

### **2. Term.**

The grant of approved status for both Landlord and any participating property is granted hereunder for a term of one year, which term may not be extended or renewed. Further participation is governed by the award of a new contract by BYU-Idaho.

### **3. Landlord Obligations.**

Pursuant to the terms and conditions found herein Landlord agrees to provide sex segregated, single student housing pursuant to the policies, procedures, and regulations relating to approved housing as found in the *Approved Housing Guidebook* which are incorporated herein by reference and such other policies that BYU-Idaho shall deem relevant for application to such housing ("approved housing"). In addition, Landlord agrees as follows:

- A. Minimum requirements: Landlord agrees to meet the following minimum requirements:
  1. Landlord certifies that his/her properties used for housing BYU-Idaho students meet or exceed all BYU-Idaho standards for approved housing as outlined in the *Approved Housing Guidebook*. Any exceptions to these standards must be detailed in writing, signed by the BYU-Idaho Housing & Student Living director, and attached to this agreement.
  2. Landlord agrees to timely comply with all City of Rexburg ordinances and regulations and will supply documentation establishing compliance to those ordinances and regulations to the BYU-Idaho Housing & Student Living Office.
  3. Landlord agrees to provide on-site management and supervision.
- B. General requirements-Landlord shall:
  1. Provide an ecclesiastical endorsement annually for managers who do not live on site, on-site managers and spouses, and any other on-site employees and spouses;

2. Require management (including all on-site, assistant, property, and general managers) to attend all training and development meetings sponsored by the Housing & Student Living Office (see 3-C-2);
  3. Ensure that all descriptions, promotions, and advertisements of housing are accurate representations of the current state of the rental facilities and not deceptive in any way, and exercise fairness in all dealings with students;
  4. Not unlawfully or unjustly evict students, or harass or retaliate against students for their exercise of rights under the BYU-Idaho Student Landlord Housing Contract, University standards, or Idaho law;
  5. Upon reasonable notice, permit representatives of the City of Rexburg to visit any housing which is leased to any BYU-Idaho student for the purpose of inspection. Permit representatives of the BYU-Idaho Housing & Student Living Office to have access to the property and the student units for the purpose of resolving disputes or accessing clients with this contract.
  6. Apply to the Housing & Student Living Office for any change in approved housing status, such as: change of ownership, changes in gender designation for that housing, changes in contact/directory information, property name change, etc. Notification in writing is needed when on-site management changes or when a decision is made to transfer out of the approved housing market.
- C. Management/supervision: Landlord agrees to provide on-site management and supervision as outlined in the *Approved Housing Guidebook*. Such management and supervision must include, among other things, the following:
1. Live the BYU-Idaho Honor Code in an exemplary fashion;
  2. Attend and actively participate in all monthly training meetings sponsored by the Housing & Student Living Office; complete “New Manager Training” within the first three months of service as a new manager; and participate in the annual Housing & Student Living Conference.
  3. Teach and encourage students to fulfill their obligation to the mission of BYU-Idaho, the Honor Code, Student Living, and the Apartment Living Standards;
  4. Work directly with the Housing & Student Living Office and Student Honor Office to assist students to meet their obligation as stated above;
  5. Promptly respond to any tenant complaints concerning any problems with the facilities, the physical condition standards set forth in the *Approved Housing Guidebook*, or any other obligation found under this or any other agreement, including the standard BYU-Idaho Student Landlord Housing Contract;
  6. Work fairly with the Housing & Student Living Office and the City of Rexburg to timely remedy violations of approved housing requirements, physical condition standards, and/or local ordinances.

D. Rental agreements:

1. Landlord agrees to exclusively use the standard BYU-Idaho Student Landlord Housing Contract and an approved addendum for all student rental contract periods;
2. Any addendum to the BYU-Idaho Student Landlord Housing Contract must be reviewed and approved by the BYU-Idaho Housing & Student Living Office. Once approved, subsequent changes to an addendum may not be incorporated into the contract until approval is granted in writing by the Housing & Student Living Office. Only an approved addendum may be used in the BYU-Idaho Student Landlord Housing Contract. The addendum cannot change, amend or otherwise alter any of the terms of the BYU-Idaho Student Landlord Housing Contract, nor may it supersede the contract.
3. Landlord agrees to allow students to occupy apartments according to semester dates as established by BYU-Idaho;
4. Landlord recognizes that it has the sole obligation to collect rents and fees. In cases where repeated efforts have failed, Landlord may utilize the Rent Collections Process available through the Housing & Student Living Office.

E. Landlord duties: In addition to the minimum and general requirements of the Landlord, the Landlord also specifically agrees to the following duties:

1. Exercise every reasonable effort to maintain BYU-Idaho Apartment Living Standards as set forth in the *Approved Housing Guidebook*, and to inform students of these standards, pursue compliance, and make a report to the University when notice is given of any suspected violation.
2. Rent student-approved facilities only to tenants who are eligible single students as defined in the *Approved Housing Guidebook* under “Qualifications for Living in Approved Housing” and remove any tenant not meeting said definitions upon notice given to Landlord or the Landlord’s agent.
3. Work in good faith with tenant(s) toward the resolution of any dispute covered by BYU-Idaho Student Landlord Housing Contract. Unresolved disputes may be submitted to binding arbitration as outlined in the *Approved Housing Guidebook*. Landlord agrees to abide by the decision rendered by the arbitration board.

#### 4. Termination.

Landlord’s violation of any of the conditions of approval or failure to maintain continual compliance with all city, state, and federal laws may constitute sufficient cause for withdrawal of approval status and termination of this Agreement. The process for withdrawing University approval will be followed as delineated in the *Approved Housing Guidebook*.

## **5. Annual Review.**

No later than December 31 of the calendar year for which this Agreement is effective, Landlord agrees to permit and coordinate an inspection of the approved property in order to verify compliance with the terms and conditions of this Agreement and with BYU-Idaho's Approved Housing program. An inspection of the property will include an assessment of the physical condition of the premises and dwelling units. Failure to provide access for an annual inspection will be considered to be a material breach of this Agreement and grounds for BYU-Idaho to automatically terminate this Agreement.

## **6. Miscellaneous Provisions.**

- A. **Assignments.** No party may assign, contract, grant a license, or otherwise transfer any or all of the rights or obligations arising under this Agreement without the prior written consent of the other party. Any such purported assignment, contract, license, or transfer without such prior written consent shall be null and void and shall constitute grounds for termination of this Agreement.
- B. **Attorney's Fees.** In the event that any party hereto shall be found in default or breach of this Agreement by a court of competent jurisdiction, said party shall be liable to pay all reasonable attorney's fees, court costs, and other related collection costs and expenses incurred by this non-defaulting or non-breaching party in prosecuting its rights hereunder.
- C. **Waiver.** A waiver by any party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.
- D. **Governing Law.** This Agreement, and all matters relating hereto, including any matter or dispute arising out of the Agreement, shall be interpreted, governed, and enforced according to the laws of the State of Idaho, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Idaho to resolve such disputes.
- E. **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties unless they are agreed to in writing by both parties.



# Approval Process

## **New Development/Redevelopment**

The process for obtaining university approval for new development or redevelopment of single student housing includes the two steps outlined below. Prior to beginning the process, a developer will need to meet with the Housing & Student Living Director to present the general scope of the proposed project and discuss the potential impact the project might have on the overall market.

### Step 1 – Project Concept Consideration

This step is designed to be completed prior to securing financing, advancing in architectural design, and possibly even before acquiring land for new development or existing properties for redevelopment. On the “Project Concept Consideration” form, the developer will provide basic contact information, outline the general scope of the project (location, number of beds, parking, timelines, etc.), and provide a brief narrative of his/her understanding of BYU-Idaho and its overarching mission.

The form will then be submitted to the Housing & Student Living Office. The Housing & Student Living Office will assess the concept and consider the needs within the approved housing market and, upon consultation with other university officials, render a decision whether or not the developer may advance in the approval process.

### Step 2 – Project Approval Application

Once favorable consideration has been granted, the developer may proceed to apply for project approval. BYU-Idaho and the City of Rexburg will meet to discuss the prospective project, synchronize all relevant approval processes, and coordinate any necessary meetings with the developer.

The “Project Approval Application” will require a series of narrative responses spanning several topics. This step will also require the creation of a Student Living Plan. The Housing Approval Committee will review the application within thirty (30) days of submission of a final draft to the Housing & Student Living Director. An “approved” project signals a contract with BYU-Idaho to provide single student housing. If a project is “denied,” a member or members of President’s Council will review the application and reason(s) for denial prior to communicating the decision to the developer.

## **Acquisition of an Existing Approved Property**

An individual or group that acquires an existing approved property must apply to become an “approved” owner and to retain the “approved” status of the property. Approved status is not automatically transferred. The new owner must submit a “Housing Approval Application” similar to the “Project Approval Application” referenced above. The Housing Approval Committee will review the application and provide a ruling within ten (10) days of submission of a final draft to the Housing & Student Living Director.

It is recommended that the prospective buyer of an approved property communicate with the Housing & Student Living Office and engage the approval process prior to officially acquiring the property. A ruling on whether or not a new owner will be approved and/or an existing property retain its approved status can be granted before a transaction has closed. It is in the best interest of both the seller and the prospective buyer to communicate immediately with the Housing & Student Living Office once an existing approved property is placed under contract.

## **Withdrawal or Rescindment of University Approval**

### **Voluntary Withdrawal by Landlord from the Approved Market**

Landlords wishing to remove their property from the BYU-Idaho approved housing market may do so by submitting the intention in writing. A plan must be included assuring that all students will be properly notified of the change with sufficient time to secure a contract elsewhere and vacate the premises. Withdrawing from the approved housing market must be for at least one year unless an exception is granted by the Housing & Student Living Office. Returning the property to the approved housing market will require a formal application as a new property. (See “Approval Process” section.)

### **University Rescinding Approval**

BYU-Idaho reserves the right to rescind the approved status of any property at its sole discretion. Strict scrutiny will be used to consider whether the property may be granted approved status at a later date.

Breaches of the Agreement to Provide BYU-Idaho Approved Housing (including any requirements or policies delineated in the *Approved Housing Guidebook*) or City of Rexburg requirements/regulations warrant an immediate review by the Housing & Student Living Office. This review may result in a permanent or temporary change in the property’s approved status.

### **Cause for Review**

The following list provides additional specific reasons that may prompt a review. This list, however, is not intended to be all-inclusive.

- Landlords or managers who engage in unfair or illegal practices.
- Landlords or managers who are uncooperative or fail to teach and support the Honor Code, Apartment Living Standards, and/or Student Living.
- Landlords who refuse to participate in the inspections process, do not resolve specified deficiencies in a timely manner, and/or will not provide a plan to resolve deficiencies.
- Properties that have critical physical condition deficiencies that compromise the safety and well-being of students.
- Landlords or managers who do not use the Tenant Information System to input students and verify eligibility of a prospective tenant.
- Landlords or managers who regularly fail to make apartment assignments at least one month prior to check-in.
- Properties with unusually low occupancy numbers or an excessive number of complaints.

- Managers who do not regularly attend the monthly Manager Forums sponsored by BYU-Idaho.

#### University Process to Rescind Approval

The Housing & Student Living Office will give the landlord written notice when one or more of the requirements or conditions for approval set forth in the Agreement to Provide BYU-Idaho Approved Housing has been violated.

A reasonable opportunity will be given to the landlord to respond to the allegation(s). The landlord has a right to cure the problem. An appropriate amount of time will be determined for correcting the violation(s).

The Housing & Student Living Office will work closely with the landlord as resolution is sought with the expectation that the landlord fully cooperate in a timely fashion. The Housing & Student Living Office will determine a final disposition for approval status based on the effective cure determined and demonstrated by the landlord. Potential outcomes include:

- Following a satisfactory demonstration that the violation has been effectively cured, the Housing & Student Living Office may conclude that the property will retain its approved status (with or without sanctions).
- Following an unsatisfactory demonstration of cure, the Housing & Student Living Office may determine that the property should be placed on a probationary status. This status will include some sanctions and certain requirements to be met prior to the reinstatement of the property in good standing. If the landlord does not demonstrate a satisfactory cure (whether within the permitted time frame or for other reasons), the Housing & Student Living Office may revoke the approved housing status of the property.
- A decision to revoke approved housing status may be appealed to the University Operations Managing Director within five (5) days of the landlord receiving written notice of the decision. In the event the decision is upheld, the following consequences will result:
  - The university will no longer extend to the landlord any services provided to approved housing landlords.
  - The property may not be advertised as BYU-Idaho approved housing for future rental contracts or prospective buyers.
  - Current tenants and future contract holders will be contacted regarding the property's unapproved status and provided options according to the Student Landlord Housing Contract.

# Apartment Management

All approved housing properties must have at least one manager living on-site. Large properties are required to have more than one on-site manager (the exact number will be determined and specified during the Project Approval Process). Managers play a unique role in the lives of BYU-Idaho students and significantly contribute to the spirit and personality of the property. An approved housing manager makes it his or her priority to teach the principles of Student Living and create and foster a culture in which students apply these principles in their apartments and throughout the property.

It is imperative that landlords carefully select managers who are (1) genuinely committed to the gospel of Jesus Christ, (2) strong advocates of Student Living, (3) possess a presence worthy of the respect and admiration of students, and (4) natural leaders who know how to teach and influence others for good. It is also necessary for landlords to maintain consistent and regular contact with managers following their selection to ensure they clearly understand their role and are fulfilling their responsibilities according to the standards and guidelines presented in the “Approved Housing Managers” section of this Guidebook.

## Manager Requirements

Landlords must be aware of and enforce the following requirements concerning approved housing managers:

- Managers cannot be single students who are currently enrolled at BYU-Idaho or unmarried peers of students.
- Managers and their spouses must be ecclesiastically endorsed each year, live the Honor Code in exemplary fashion, and abide by all university dress and grooming standards.
- Managers cannot have teenage children or long-term guests of the opposite gender of the students residing at the property.
- Managers and students cannot share the same apartment on the property and must each have their own separate and distinct entrances into their respective apartments.
- Managers must abide by the “Firearms and Weapons” policy outlined on page 10 of this Guidebook.
- Managers cannot have pets.
- Managers must attend all monthly forums and other required training meetings sponsored by the Housing & Student Living Office, complete “New Manager Training” within the first three months of employment as a new manager, and participate in the annual Housing & Student Living Conference.

## Landlord Obligations Relating to Managers

Landlords should set clear expectations for their managers. It is strongly recommended that a detailed job description, including duties, standards, and employment policies, be outlined in writing for managers to review, sign, and refer to regularly. It is ultimately the landlord’s responsibility to ensure

that managers understand and proficiently and reliably observe all policies, practices, processes, and procedures relating to fair housing (i.e., the federal Fair Housing Act), Idaho housing law, and BYU-Idaho approved housing.

In particular, landlords must ensure that managers are well versed in the following basic practices and abide by their associated policies and governing standards:

- Verifying student eligibility.
- Collecting rent and security deposits, returning security deposits, and assessing fees and fines.
- Accepting, terminating, cancelling, and transferring contracts.
- Handling grievances and managing disputes that warrant arbitration.
- Mitigating damages.
- Utilizing the rent collections service provided by the Housing & Student Living Office.
- Managing check-ins and check-outs according to official contract dates and times.
- Maintaining the property's portal within the Tenant Information System (TIS).
- Managing maintenance requests.
- Preparing for property inspections according to the Uniform Physical Condition Standards.
- Assessing requests regarding service animals, emotional support animals, and pets.

Lastly, establish a fixed email account specifically for the manager(s). This will create long-term familiarity for students, facilitate reliable communication between managers and the Housing & Student Living Office, and prevent any lag in communication when a manager leaves or is replaced.

# BYU-Idaho Student Landlord Housing Contract

The Housing & Student Living Office provides a standard housing contract for all approved housing properties. The current version of the contract can be found on the Housing & Student Living website at [www.byui.edu/housing](http://www.byui.edu/housing). An “Interactive Housing Contract” webpage provides helpful annotations to certain sections of the contract to provide clarification and greater understanding of key points.

## Using the Standard Contract

All approved housing properties are required to use the BYU-Idaho Student Landlord Housing Contract. Sections 1-4 of the contract allow landlords to specify rent, the security deposit amount, processing fees, late fees, cancellation fees, transfer fees, etc. Nothing else on the contract can be altered or modified in any way. Once a landlord enters all pertinent information in Sections 1-4, the contract must be reviewed and approved by the Housing & Student Living Office. A property’s website must include its approved version of the contract. Rent prices are not part of the approval process and can be changed at any time by the landlord.

## Rent

Rent is set at the sole discretion of the landlord. Any charges or fees universally applied to all students at a property (except for an approved contract processing fee) must be incorporated into the established rent price and cannot be advertised as a separate cost to students.

## Fees and Fines

Fees resulting from students’ decisions to cancel a contract, transfer a contract, miss a payment deadline, check-in prior to the contract start date, stay beyond the contract end date, leave without checking out, etc., can be charged separately from rent. Parking permits can also be charged separately from rent.

There are three types of charges that can be assessed separately to students within the terms of the contract: damage fees, administrative fees, and fines. The table on page 22 provides important guidelines related to these charges. No one administrative fee can exceed the refundable portion of the security deposit.

All fees must be reviewed and approved by the Housing & Student Living Office. Any changes to the fees after approval must be reviewed and approved again prior to validating the contract.

## Security Deposits

The Student Landlord Housing Contract becomes binding only after a contract is signed by an eligible student and accompanied by an exchange of money. Typically, this means a student pays a processing fee and a security deposit at the time of signing the contract. For students returning to the same property, a previously paid deposit may be rolled over when a new contract is signed. The landlord or

property manager must clearly communicate this procedure to the student – informing the student that the “exchange of money” has essentially taken place with the rolling of his/her security deposit from the previous semester.

If there is no exchange of money when a contract is signed, the contract is not binding and will not be recognized by BYU-Idaho. Moreover, if a security deposit is not collected, no administrative fees can be charged to the student. This includes processing, late, cancellation, and transfer fees.

<b>Charge Type</b>	<b>When to Charge</b>	<b>How Much to Charge</b>	<b>Examples</b>
Damage Fees	These fees are charged to repair or restore damaged property (e.g., carpet, appliances, furniture, walls, doors, windows, etc.). The damage must be beyond normal wear and tear.	Damage fees are to be assessed as the actual cost of the repair or restoration, less any appropriate depreciation of the asset. *Itemization is required for these charges.	Cleaning fees, lost keys and rekey fees, and/or damages (beyond normal wear and tear) to carpet, appliances, furniture, walls, doors, windows, etc.
Administrative Fees	These fees are charged to process contracts, manage student requests to cancel or transfer contracts, and/or manage processes resulting from student neglect.	Any one fee within this category cannot exceed the refundable portion of the security deposit.	Processing fees, cancellation fees, transfer fees, late payment fees, cleaning re-check fees, and non-checkout fees.
Fines	Fines are charged to discourage behavior that leads to unsafe conditions or prevents normal business operations to occur. Fining students is relatively rare.	Fines are high enough to discourage the unwanted behavior, but not so high as to be excessive or unreasonable.	Tampering with fire extinguishers, smoke detectors, or other safety devices or features of the property, moving furniture, and parking in restricted zones.

\*For example, if the life of a new \$500 couch was estimated at 10 years and was significantly damaged beyond repair 5 years after the date of purchase, the charge to the student to replace the couch would be \$250. If one of the arms of the couch was damaged and the actual cost to repair the arm was \$75, then the charge assessed to the student would be \$75 and an itemized bill (materials and labor costs) must be provided to the student.

## **Contract Addendum**

An addendum may be included as part of the Student Landlord Housing Contract as long as it has been reviewed and approved by the Housing & Student Living Office. Upon approval, landlords will receive a copy of the addendum marked “approved” and dated for reference. An addendum that has not been approved will not be considered valid.

Guidelines for an approved addendum:

- Avoid using statements that would contradict the Student Landlord Housing Contract.
- Include any “house rules” specific to the property.
- Include any fees and/or fines not already specified in the Student Landlord Housing Contract.
- Use “students” when referring to tenants.
- For clarity and ease of readability, use correct grammar, spelling, and punctuation.

### **Contracts and Addenda Must be Approved**

Housing contracts, addenda, parking contracts, payment plans, and any other documents that are part of the contracting process must be approved by the Housing & Student Living Office. Document review and approval typically occurs only once a year. Only approved documents are considered valid. Any changes to the documents listed in this section – excluding changes in rent amounts – must be reviewed and approved by the Housing & Student Living Office prior to circulating or posting them online for contracting purposes. All online documents relating to contracting must reflect approved content.



# Approved Housing Inspections

BYU-Idaho approved housing reflects the highest standards associated with BYU-Idaho and its sponsoring institution, The Church of Jesus Christ of Latter-day Saints. These standards are not only moral and spiritual in nature but also physical. The physical condition of the properties approved by BYU-Idaho for single student housing significantly contributes to the university's mission to foster principles of the gospel "in a wholesome academic, cultural, and social environment." Such an environment typifies Zion.

In an effort to create and foster an environment of Zion, approved landlords must make the physical condition of their properties a priority. Approved housing facilities should be clean, orderly, safe, and inviting. In the true spirit of Zion, BYU-Idaho approved housing properties should reflect the quality and beauty of a home where landlords themselves would be willing and eager to reside.

## Approved Housing Uniform Physical Condition Standards

The following sections clearly define the Uniform Physical Condition Standards associated with BYU-Idaho approved housing. The Uniform Physical Condition Standards are intended to ensure that approved landlords carefully and properly fulfill their contractual obligations to maintain approved housing properties in a condition representative of BYU-Idaho approved housing. The standards are also intended to ensure that, to the greatest extent possible, there is uniformity and objectivity in the evaluation of the physical condition of approved properties.

### Site

#### Signage

- The main signage for the property must be fixed (no banners, oversized posters, temporary ground signs, etc.), posted prominently on the premises, and, at the very least, include the name of the property and "BYU-Idaho Approved Housing."
- The property cannot use the approved BYU-Idaho logo or any typographic artwork similar to it.
- Signage must be reviewed and approved by the Housing & Student Living Office prior to posting.

#### Parking Lot/Driveway

*(includes all parking lots, driveways, or roads within the property lines under the control of the landlord)*

- Must be clean and in good condition.
- Must be free from the following hazards/deficiencies:
  - significant cracking (i.e., visible faults in the pavement);
  - significant ponding (i.e., water or ice that has accumulated in a depression on an otherwise flat plane);

- significant settlement/heaving (i.e., the pavement sinks or rises due to the failure of sub-base materials); and
- significant deterioration marked by potholes and/or loose, freestanding material that exposes the subsurface.
- Must be free from snow and ice.
- Parking stalls must be properly marked.

### **Sidewalks/Walkways**

- Must be clean and in good condition.
- Must be free from the following hazards/deficiencies:
  - significant cracking, flaking, chipping, or crumbling;
  - significant ponding (i.e., water or ice that has accumulated in a depression on an otherwise flat plane); and
  - significant settlement/heaving causing unevenness in the pedestrian path (i.e., the pavement sinks or rises due to the failure of sub-base materials);
- Must be free from snow and ice.

### **Grounds**

- Must be clean, landscaped, and well-maintained.

### **Garbage Storage**

- There must be adequate garbage storage including trash cans or dumpsters on the premises of the property.
- Garbage storage areas must be well-maintained and kept reasonably clean.

### **Recreation and Gathering Areas**

- Volleyball/basketball courts, soccer fields, and/or open play fields must be well-maintained and all associated structures/systems (i.e., standards, poles, backboards, rims, nets, goals, etc.) must be intact and in good condition.
- Sites designed for gathering (i.e., patios, fire pits and associated seating, pavilions, etc.) must be clean, well-maintained, and in good condition.
- Damage to recreation and gathering areas caused by significant cracking, heaving, settling, ponding, potholes, loose materials, erosion, etc., must be remediated.
- Damaged structures/systems associated with recreation and gathering areas must be repaired or replaced.

# Building Exterior

The condition and appearance of all exterior buildings must meet the following standards:

## Walls

The exterior enclosure of the building or structure comprised of construction and finished materials such as concrete, masonry block, brick, stone, wood, metal, vinyl, and/or stucco.

- Must be clean.
- Must be free from significant gaps, holes, cracking, flaking, chipping, rotting, and/or crumbling.
- Must not be missing pieces or have broken sections.
- Where applicable, paint must not be cracking, flaking, or otherwise significantly deteriorating.
- Caulking designed to resist weather or mortar must be intact without signs of significant deterioration.

## Windows

Window systems provide light, security, and exclusion of exterior noise, dust, heat, and cold.

- All glass panes must be intact. Panes must not be cracked, broken, or missing.
- Must have screens intact, tightly fitted, and in good condition (i.e., must not be punctured, torn, bent, or otherwise damaged).
- Frame materials such as wood, aluminum, vinyl, etc., must be in good condition (i.e., free from significant decay, rot, rust, corrosion, or other deterioration/damage).
- Paint covering the window assembly or trim must not be significantly cracking, flaking, or otherwise deteriorating.
- Caulk and seals must be clean, continuous, and free from significant flaking, crumbling, or other noticeable deterioration.

## Doors

- Must open and close freely.
- Exterior apartment doors must lock from both the inside and outside.
- The door surface must be clean and in good condition (i.e., free from significant cracks, holes, dents, rust or stains, broken glass, and other noticeable deterioration or damage).
- Frames, jambs, thresholds, and trim must be clean and in good condition (i.e., free from significant warping, splitting, or cracking).
- All knobs, hinges, locks, and closers must be intact, in good condition, and function properly.
- Paint must be continuous and free from significant peeling or flaking.
- Sealant and stripping designed to resist weather (or caulking) must be intact and in good condition.

- Screen or storm doors (including mesh screens, closers, handles, wind chains, etc.) must be in good condition and function properly.

### **Stairwells/Handrails**

- The surface of all stairs must be in good condition (i.e., free from significant cracking, crumbling, buckling, or other forms of deterioration).
- Handrails must be intact, stable, and in good condition (i.e., free from significant damage).
- Where applicable, paint must not be cracking, flaking, or otherwise significantly deteriorating.
- Must be free from snow and ice.

### **Lighting**

- Applies to all or part of the lighting associated with the building(s), including lighting attached to the building used to light the site.
- Fixtures must be in good condition, have all covers intact, and function properly.
- Bulbs must be intact and function properly.

### **Gutters & Downspouts**

- Must be fully intact (where applicable), in good condition (i.e., free from significant damage or deterioration), and function properly.

## **Interior**

Interior property condition and appearance must meet the following standards:

### **Walls & Ceilings**

- Must be clean, painted, and free from significant cracks, holes, peeling, flaking, stains, mold or mildew, and/or other visible damage.
- Significant bulging, bowing, or sagging does not exist. If it does, landlords and BYU-Idaho determine whether or not water damage has caused or is causing the condition.

### **Flooring**

- Must be clean and in good condition (i.e., free from significant tears, cracks, gouges, mold, mildew, stains, and broken tiles or slats).
- Significant bulging, bowing, or sagging does not exist. If it does, landlords and BYU-Idaho determine whether or not water damage has caused or is causing the condition.
- Applying weight does not cause noticeable deflection.
- Carpet is not significantly bunching (an indication that it needs to be stretched).
- Thresholds, transition strips, coving, and baseboards must be properly installed, clean, and in good condition.

- Any caulk or grout associated with flooring must be clean, continuous, and free from significant peeling or cracking, mold/mildew, and extensive discoloration.

### **Plumbing**

- All faucets, pipes, fittings, valves, and drains must be intact, clean, and free from leaking or clogging.

### **Cabinets & Drawers**

- Must function properly (i.e., open easily and close tightly).
- Facing must be intact (no signs of significant delamination) and free from significant stains or marks.
- All hinges, handles, drawer glides/rollers, and knobs must be properly affixed and in good working order.

### **Countertops**

- Must be clean and in good condition (i.e., free from significant cracks, gouges, stains, peeling, bulging, and bowing).
- Backsplashes must be installed and in good condition.
- All caulking must be continuous, free from mold/mildew, discoloration, and peeling.

### **Windows**

- Must open and close freely (unless specifically designed otherwise) and easily lock from the inside.
- Must be clean and in good condition (i.e., free from cracks or broken/missing panes).
- Window coverings must be intact (blinds, curtains, or drapes) and in good condition.
- Paint covering the window assembly or trim must not be significantly cracking, flaking, or otherwise deteriorating.
- Caulk and seals must be clean (i.e., free from dirt and mold/mildew), continuous, and free from significant flaking, peeling, or other noticeable deterioration.
- Tracks must be clean and unobstructed.
- Blinds and/or Curtains (required for all windows)
- Must be clean, open and close freely, and in good condition (i.e., no missing or damaged components and free from significant tears or stains).
- If installed, curtain rods must be straight and free from damage.

### **Doors**

- Must open and close freely.
- The door surface must be clean and in good condition (i.e., free from significant cracks, holes, dents, rust or stains, broken glass, and other noticeable deterioration or damage).

- Frames, jambs, thresholds, and trim must be clean and in good condition (i.e., free from significant warping, splitting, or cracking).
- All knobs, hinges, locks, and closures must be intact, in good condition, and function properly.
- Paint must be continuous and free from significant peeling or flaking.

### **Lighting**

- There must be sufficient lighting for each respective space.
- Light switches and outlets must have cover plates.
- Wall and ceiling mounts must be securely attached and include light covers in good condition (i.e., free from cracks or other noticeable damage).

### **Storage Space**

- There must be storage space for luggage and totes/bins belonging to students either in the apartment or in a secure storage area.
- Must be clean and well-maintained.

### **Living Room**

- There must be sufficient seating in the living room to accommodate all tenants.
- Couches, cushions, and chairs must be clean, sturdy, and in good condition (i.e., free from significant tears, stains, scratches, and undue odor).
- Couch cushions must be sufficiently supported by the springs of the couch to prevent cushions from significantly sagging when body weight is applied.

### **Bedroom**

- As of January 2012, all new developments must include 60 square feet of floor space per tenant in the bedroom (not including closet space). There must be at least 50 square feet of floor space per tenant in the bedroom for all properties approved prior to 2012.
- There must be closet space of at least 22 inches deep and 36 inches wide for each tenant.
- Closets must be in an enclosed space in or immediately adjacent to the bedroom. Freestanding or wall-mount hanging racks do not qualify as closet space. Armoires may be used as closets.
- Closet doors must work properly (i.e., open and close freely) and be free from significant damage.
- A separate bed must be provided for each tenant. No more than four tenants are permitted to sleep in a single bedroom.
- Beds must not block egress from the room (e.g., bunk beds cannot be situated in front of windows).
- Mattresses must be clean, sanitary, in good condition (i.e., free from significant tears, stains, and odor), and equipped with a mattress cover either provided by the tenant or the landlord. If provided by the landlord, it must be clean and free from significant tears and stains.

- Bed frames must be sturdy, clean, and in good condition (i.e., intact with no missing parts or hardware and free from significant structural damage).
- Box springs must be firm, clean, and in good condition (i.e., free from significant tears, stains, and odor).
- There must be one adequately-sized dresser or equivalent per tenant. Drawers must be contained in freestanding dressers, built-in closets, bed frames, or armoires.
- There must be sufficient light for the entire bedroom. Lamps may be needed to enhance lighting.

## **Bathroom**

- There must be at least one toilet, sink, and shower or bathtub in good condition (i.e., clean and free from cracks, leaks, significant stains, and extensive discoloration) and in good working order for every six tenants.
- All toilet, sink, and shower/bathtub fixture elements (e.g., seats, covers, hinges, flush handles, faucets, knobs, shower heads, stoppers, etc.) must be intact, tightly fitted, and in good condition (i.e., free from significant cracking, stains, and extensive wear).
- Any caulk surrounding a toilet, sink, or shower/bathtub must be clean, continuous, and free from mold/mildew, significant cracking or peeling, and extensive discoloration.
- The area beneath the sink must be clean, dry, and free from the effects of significant water damage (e.g., peeling, flaking, bulging, or sagging).
- The seam line along the bath or shower (i.e., the junction between the base of the bath/shower and the floor) must be sealed and firmly fixed to the floor.
- Towel racks must be securely attached to the wall with all parts intact.
- Each bathroom must include an exhaust fan, an operable outside window, or a continuous exhaust system for ventilation. Fans must be clean and function properly.
- Each bathroom must include adequately-sized mirrors that are free from cracks, sharp edges, and significant stains or discoloration.

## **Kitchen**

- There must be sufficient table/bar space and seating to accommodate all tenants for meals. This includes an adequate-sized table with chairs or a large enough bar with chairs/barstools to accommodate all tenants.
- Kitchen tables and chairs must be clean, sturdy, and in good condition.
- There must be a sink in the kitchen connected to hot and cold water.
- All sink fixtures (e.g., faucets, knobs, handles, etc.) must be intact, tightly fitted, and in good working condition.
- The area beneath the sink must be clean, dry, and free from the effects of significant water damage (e.g., peeling, flaking, bulging, or sagging).

- There must be at least one refrigerator and freezer in good working condition (i.e., providing adequate cooling and freezing) in the kitchen for every six tenants.
- Refrigerators and freezers must be clean and free from significant stains, discoloration, leaks, and excessive accumulation of ice.
- Refrigerator and freezer drawers, shelves, door seals, and handles must be intact and free from significant damage. The vent at the bottom of the fridge must be securely in place.
- There must be one standard range (30" oven and stovetop) in each kitchen equipped with at least four functional burners. All range components (e.g., heating elements, knobs, handles, drip pans, etc.) must be intact, securely fitted, and in good condition. The oven door must seal properly and close tightly.
- The range must include a hood with either a charcoal filter or direct exhaust vent that is clean and in good working condition.
- The kitchen must include at least one microwave in good working condition.
- Dishwashers must be clean, have all of their components intact, and function properly.
- Garbage disposals (where applicable) must function properly.

### **Laundry**

- Washers and dryers must function properly and be in good condition (i.e., free from significant rust, stains, or other noticeable damage/deterioration).
- Dryer exhaust must be adequately vented to the outside.
- Dryer vents must be intact and function properly.
- Washer hoses must be intact and in good condition.
- In a central laundry facility, a fire extinguisher must be mounted to a wall (top not more than 5 feet from the floor) in a conspicuous, unobstructed place with a current inspection tag.

### **Desk and Shelving Requirements and Specifications**

- As of January 2012, all new developments must provide one desk of at least six square feet of surface space per tenant. For all properties approved prior to 2012, six square feet of study space per tenant must be provided somewhere within the apartment or in common areas throughout the complex.
- There must be at least three feet of shelving for each tenant for books or personal items. This can be located in either a living room or a bedroom.

### **Heat and Water**

- Each apartment must be heated. Apartments must be capable of maintaining a temperature of 70° Fahrenheit.
- Except for radiant heaters, all other portable heating units are prohibited. Portable heating units cannot contain coils, propane, pilot lights, or infrared elements. Consequently, wire or



infrared spaced heaters are unacceptable. Management must either provide or approve all portable heating units to be used.

- Hot water must be provided. The hot water supply must be adequate for the number of tenants in the apartment.
- Water pressure must be strong and present at all times.

## Safety

- No fireworks, oil, propane, butane, kerosene, gasoline, or other combustibles are permitted in buildings. Empty propane tanks must be stored outside of buildings.
- Nothing can be stored in a closet that contains a gas water heater. A closet that contains an electric water heater may share the space with other items as long as a dividing barrier exists (drywall or plywood) that creates at least 12 inches of separation. Nothing can be stored in a furnace closet.
- Door locks must be in good condition and function as intended to secure the apartment and prevent entrance from anyone except for those who have a key. A key must be issued to each tenant occupying the apartment.
- Operable bedroom windows must provide at least 5.7 square feet of openable space for egress.
- Smoke detectors must be installed in each bedroom and in areas between the kitchen and bedroom. Ceiling mounted alarms must be installed at least 4 inches away from the nearest wall; wall-mounted alarms must be installed 4 to 12 inches away from the ceiling. Smoke detectors should be checked regularly, preferably at each clean check.
- Carbon monoxide detectors must be installed in each apartment and/or common area in which gas-fueled appliances exist (e.g., water heater, stove, furnace, fireplace, etc.). Detectors must be installed according to the manufacturer's instructions and checked regularly.
- All common areas (including the kitchen/living room, lobby, laundry room, and hallways or corridors inside a building to which apartments open) must be equipped with a fire extinguisher. Extinguishers must be at least 5 lbs. (2A-10BC) and mounted to a wall (top not more than 5 feet above the floor) in a conspicuous, unobstructed place with a current inspection tag. In hallways or corridors, extinguishers must be readily available for use with a minimum of one extinguisher for every 75 feet of travel.
- All shared hallways inside a building and all lounges or gathering areas with more than one exit must have an exit sign at each exit that is in working condition and equipped with batteries in case of a power outage.
- Furniture, electrical cords, and draperies cannot be covering wall mount or baseboard heaters and must maintain at least three feet clearance of any combustible or flammable material.
- Extension cords and flexible cords are not a substitute for permanent wiring. Extension cords and flexible cords cannot be affixed to structures, extended through wall, ceilings or floors, or under doors and floor coverings. Extension cords can only be used with portable appliances.

## Internet and TV

- Internet access must be filtered for Adult/Mature/Tasteless, Gambling, Nudity, Pornography, Proxy/Anonymizer (used to bypass filters), P2P/File Sharing (used for illegal downloading), Sexuality and all other inappropriate content categories.
- Cable or satellite television must be filtered by R and NC-17 ratings as well as all inappropriate categories such as Language, Nudity, Violence, and Sexual Content. Most premium movie channels are considered inappropriate and must be filtered or blocked. Specific channels that often come with basic service and must also be blocked include MTV, VH-1, Comedy Central, and Spike.

## Parking

Parking must comply with City Ordinance No. 911 as well as all university parking requirements.

### City Ordinance 911

To authorize monitoring of towing and booting by third parties, all of the following conditions must be met:

- Visitor Parking: Properties with less than 10 on-site parking spaces shall not be required to provide visitor parking. Properties with 10 or more on-site parking spaces must provide visitor parking equal to 3% of the number of on-site parking permits or spaces (with a minimum of one visitor parking space).
- Visitor parking stall(s) must be conveniently located.
- Visitor parking times may be variable but not less than 10 minutes.
- Visitor parking areas must have adequate and visible signage and text. Signs must be at least 12" x 18" and include the words "Visitor Parking Only," "Permit Parking only during \*\* A.M. to \*\* P.M." (based on current BYU-Idaho curfew and visiting hours), and "All others may be booted and/or towed."
- Parking Permits: Properties may only issue parking permits equal to the number of available spaces (on and off-site parking).
- Offsite Parking: There shall be no required visitor parking for areas designated as offsite parking.

Booting and towing signs must meet the following requirements:

- Be at least eighteen inches (18") by twenty-four inches (24") in size for primary signs and allowing for secondary signs to be twelve inches (12") by twelve inches (12").
- Give adequate warning, in large lettering, that improperly parked vehicles will be booted or towed.
- Provide sufficient information to assist vehicle owners in the prompt recovery of any vehicle booted or towed.

- Give the name, telephone number and location of the firm(s) authorized to boot or tow vehicles.
- Be posted within five (5) feet of each entrance to a parking lot.

### **University Parking Requirements**

- **Visitor Parking.** All properties that post “Permit Parking Only” signs at the entrance of their lots must also provide and clearly mark “Visitor Parking” stalls whether or not they authorize monitoring of towing and booting by third parties. This practice will provide consistency for students and prevent undue misunderstanding.
- **Temporary Permits.** Landlords are required to have temporary permits/visitor passes available for guests (students or otherwise) that cannot be accommodated by the “Visitor Parking Only” stalls. The temporary permits may be authorized for whatever period of time deemed reasonable by the landlord/manager (e.g., 30 minutes, 1 hour, 2 hours, 4 hours, overnight, etc.). Because a manager’s primary responsibility is to his/her tenants, there may be times when a manager will not be able to issue a temporary permit due to the lack of open stalls. In these cases, all guests must seek legal alternative parking options consistent with the standards set forth in the “Parking Acknowledgment” in the Student Landlord Housing Contract.
- **Parking stalls and “No Parking” zones** must be clearly marked and allow for adequate access to all exits/entrances, fire hydrants, dumpsters, etc. Parking stalls must be contained in designated lots and not on lawns, sidewalks, or in recreation areas.

# Frequently Asked Questions about Inspections and Physical Condition Standards

## **How often should I expect my property to be inspected?**

Inspections occur once a year on a rotating schedule allowing the Housing & Student Living Office to inspect each approved housing property in different seasons and semesters. For example, your property may be inspected during the spring semester of one year, the winter semester of the next year, and the fall semester of the third year in the rotation. Also, it is important to remember that a full inspection consists of the initial inspection and all necessary follow-up inspections.

## **How much advanced notice can landlords expect prior to an inspection?**

The inspections secretary will attempt to contact landlords the semester prior to their anticipated inspection. This will give landlords adequate time to review the Approved Housing Uniform Physical Condition Standards and prepare for the inspection. Inspections, however, may need to be conducted on shorter notice.

## **What is the role of the student inspections specialists in the inspections process?**

The student inspections specialists play a support role in the inspections process. They will arrange appointments, prepare documents, assemble reports, and collect information during the inspection. At least one administrator will always be present during a property inspection.

## **Why are the standards so specific?**

The details associated with the Approved Housing Uniform Physical Condition Standards are consistent with industry standards and intended to provide a mutual benefit to both the landlord and the university. The clarity afforded by the details more properly informs landlords of the expectations associated with BYU-Idaho approved housing status. The details also provide BYU-Idaho a uniform template for conducting inspections in a more objective, accurate, and systematic way.

## **Do more detailed standards empower students to get out of their contract?**

No, the contract states that “Student agrees to promptly notify Landlord in writing of maintenance concerns or needed repairs.” In turn, “Landlord agrees to respond promptly to . . . maintenance requests.” If this process is followed, the landlord is fully protected. Students cannot claim material breach of contract if certain standards are not immediately met. However, ongoing neglect of serious health and safety standards may constitute material breach. Most maintenance concerns (Level 2 and Level 1 items) can be addressed as landlords/managers and students properly abide by their respective obligations as outlined in the Student Landlord Housing Contract and openly communicate with each other.

### **What happens if landlords cannot accomplish some of the items detailed in the inspection report in the specified time period?**

If there are certain items that cannot be completed within the specified time period, the landlord should contact the administrator(s) who conducted the inspection to arrange for an alternative timeline. While there are established timelines for completion, some items may be more effectively completed outside of the specified timeframe. Open communication is paramount in this regard.

### **Aren't cleanliness items the responsibility of students?**

Landlords, managers, and students all contribute to the way an apartment looks and feels. Certainly the day-to-day upkeep of an apartment should be the responsibility of the students, but the landlord plays a critical role in establishing clear expectations for cleanliness. Students should clean their apartment regularly and participate in periodic clean checks. The frequency and thoroughness of a clean check, however, must be clearly established by the landlord. Excessive dirt, grime, mildew, mold, etc., may violate certain physical condition standards. Landlords, managers, and students have a shared responsibility to maintain the apartment.

### **Is the university trying to make everything new?**

The university recognizes that there are a variety of price points that meet the needs of students. The university does not intend to have all apartments in new condition. The intent of the refined standards and protocol is to maintain an adequate level of consistency in the overall condition of approved housing. Properties do not need to be new to meet the standard. An apartment can be old, but clean, well-maintained, safe, and inviting.

### **To what extent do I need to make repairs?**

Repairs should be made to the items listed in the inspection report according to the specified timeline. Certain items listed on the inspection report, however, may not signal the need for full replacement. For example, a missing wand stick or a bent slat in an otherwise orderly set of blinds may not require the replacement of the entire set of blinds. If there is ever a question regarding a repair or an item listed on the inspection report, please do not hesitate to contact the Housing & Student Living Office.

### **What if I cannot meet the standards without incurring a major expense?**

Approved housing physical condition standards are not new. Current properties would not have received approved status with major deficiencies. If a property has deteriorated to a point that major deficiencies do exist, the landlord and the university will need to engage in a cooperative conversation. It should be understood, however, that maintenance expenses are a natural part of being a landlord. Regular maintenance will generally prevent major expenses. Even major expenses, however, cannot always be averted. If more clarification is needed, please contact the Housing & Student Living Office.

# Arbitration Council Procedure

## Purpose & Limitations

The purpose of arbitration is to adjudicate disputes between BYU-Idaho students and approved housing landlords. In order to qualify for arbitration, a student must be admitted to BYU-Idaho and eligible as a student during the semester in which the dispute occurred. A landlord must have issued a current, valid housing contract and verified tenant eligibility for approved housing according to the requirements in the *Approved Housing Guidebook*.

## Rules

The parties shall have agreed to be governed by the Rules of arbitration incorporated herein when they signed the Student Landlord Housing Contract containing the arbitration clause. These Rules and any amendments shall apply in the form existing at the time the arbitration is initiated.

## Composition of the Arbitration Council

The Arbitration Council consists of five members including the Dean of Students or his designee, who serves as the Chair, two landlords who do not have interest in the particular case of the Council, and two students appointed by the Dean of Students. The Chair will designate a secretary to be present at the Council meeting to keep a written record. No verbatim recording of the meeting will be made.

## Procedures

1. A request for an Arbitration Council must be made by the student or landlord through the Dean of Students Office. The Dean of Students Office will notify both parties regarding the request for arbitration.
2. A hearing will be scheduled at a specified campus location. If needed, arrangements will be made for either or both parties to participate in the hearing via telephone.
3. The student and the landlord may choose to have an advisor in the Council provided he/she does not impede the timely process of the Council proceedings. The advisor does not address the Council directly and may not be an attorney unless he/she is the parent of the student. The advisor may be asked to leave the Council meeting by the Chair if he/she becomes disruptive.
4. The complaining party shall have 15 minutes to present claims, proofs, witnesses, and answer questions. The respondent shall have 15 minutes to present claims, proofs, witnesses, and answer questions. After these presentations, each party may be given 10 minutes for a closing statement.
5. At the end of these presentations, both complaining party and respondent party are excused from the Council and the Council is allowed to deliberate the merits of the case.

6. The award decision shall be made by a majority vote of the Arbitration Council. This decision will be made within fifteen working days of the hearing. Both parties will receive written notice of the Council's decision signed by the Council Chair.
7. If the parties settle their dispute during the course of the Arbitration Council, the Chair may set forth the terms of the agreement in writing. If the parties settle their dispute before the arbitration, no hearing will be held.
8. Both parties must participate for a hearing to occur. If one of the parties does not attend or participate in a scheduled arbitration hearing, the other party will, by default, be awarded its claim.

## **Confirmation of the Award**

The first installment payment or lump sum amount of the award must be received by the party granted the award by the Arbitration Council no later than thirty calendar days from the date of the decision. Payment must be made in the form of personal check, money order, or cashier's check made out to the party receiving the award.

Any student who fails to comply with the award decision will have a hold placed on his or her student records that will not allow him/her to register for classes, request a transcript, or graduate. Any landlord who fails to comply with the award decision will lose university approval of the facility. Once either party complies with the award decision, the hold will be removed from the student's record or the university approval of the facility will be reinstated.

# Approved Housing Managers

This section was developed specifically for the benefit of approved housing management. Managers play a critical role in the lives of BYU-Idaho students and significantly contribute to the university's mission to build disciple-leaders. The realization of this mission is contingent on managers fulfilling their stewardship within BYU-Idaho approved housing to create and foster a culture in which students learn and live the principles of Zion in their apartments and homes.

## The Role of Approved Housing Managers

“Apartment managers play a very interesting role in Student Living. They are expected to internalize the principles of Student Living in their own personal lives. We want them to live the principles in their lives so they'll recognize the principles in the students that they work with. They also play the role of teaching because they have many interactions with students. In that context we want those managers to be teaching, coaching, guiding the students—helping the students make progress and learning how to apply the principles of Student Living in their lives. That's why we expect our managers to live those principles themselves and not only understand them but put them into practice in their personal lives.”

-President Kim B. Clark, October 2012

The following resources will help managers teach students correct principles and coach, guide, and encourage them to consistently apply these principles in their apartments and throughout the property.

1. *Student Living Guidebook*

As the official model for apartment life at BYU-Idaho, managers must be intimately familiar with Student Living. The *Student Living Guidebook* clearly and thoroughly describes the purpose, principles, and desired outcomes of Student Living, outlines the role and expectations of managers within the context of Student Living, and includes educational materials for teaching and reinforcing the key principles associated with gospel-centered apartment life.

2. *For the Strength of Youth*

The doctrines, standards, and guidelines relating to agency and accountability, dress and appearance, entertainment and the media, language, honesty, etc., can strengthen managers' ability to teach and counsel students with power and clarity.

3. *Approved Housing Guidebook*

Practical ideas and suggestions regarding Student Living Meetings, clean checks, check-in/check-out procedures, behavior intervention, etc., can increase the overall influence and effectiveness of managers.

4. *The Ensign*, *Preach My Gospel*, and *Teaching, No Greater Call* represent additional materials that managers can utilize to teach and coach students and/or to improve their ability to teach effectively.



## Teaching the Principles of Student Living

Managers are expected to model and teach the principles of Student Living through both formal and informal interaction with students. This expectation requires a consistent, constant, and deliberate effort among managers to seize every opportunity to teach. These opportunities may come in a variety of settings and through a variety of interactions with students. The list below outlines a few ways in which managers can teach the principles of Student Living in an effort to foster a culture of Zion throughout the property.

1. Welcome letters to students and parents.
2. Student Living Meetings at the beginning of each semester.
3. Tours for prospective tenants.
4. Check-ins for current students.
5. Clean checks.
6. Emails, texts, flyers, newsletters, etc.
7. Lounge and/or apartment décor (e.g. pictures, vinyl lettering, framed designs or documents, etc.)
8. Website.
9. Training meetings with student employees.
10. Property-sponsored activities or events.

## Student Living Meetings

Landlords are expected to host a Student Living Meeting at the beginning of each new semester. Student Living Meetings represent a perfect opportunity for landlords/managers to teach important principles and guidelines, build and/or strengthen relationships with students, discuss property-specific expectations and safety protocols, and set a general tone for the property at the commencement of a new semester. Although Student Living Meetings can be conducted in a variety of ways, three approaches have been found to be most effective: Apartment Visits, Small Group Gatherings, and Large Group Gatherings. It is highly recommended that landlords/managers adopt one or more of these approaches. Key objectives, guidelines, and general instructions for each approach are outlined on the following pages. Landlords/managers can adapt an approach to meet the specific needs of their students.

In short, Student Living Meetings should favor principle-based dialogue over rules-heavy instruction. That does not mean that rules cannot be communicated and discussed; but, understanding the principle of integrity, for example, will influence a young person's behavior far more than simply reading or being read the rule that dictates curfew. The Lord's ultimate desire is for His children to learn to govern themselves by true principles.

## Apartment Visits

Objective: Create an intimate setting in the “home” of the students where managers and others associated with the property can engage students in a guided discussion and observe early roommate interaction.

Mode of Implementation:

1. Create teaching companionships among managers, property assistants, student employees, volunteers, and/or ecclesiastical leaders.
2. Assign each companionship to a specific number of apartments. Set aside enough time for each companionship to spend approximately 15-20 minutes in each assigned apartment.
3. Emphasize to those involved that apartment visits are to be conducted in a way that truly engages roommates in a discussion. This can be accomplished most effectively through inspired questions that prompt roommates to consider the practical application of Student Living principles.
4. Prepare each companionship to discuss any one of the following topics:
  - The guiding principles of Student Living (love, shared responsibility, and mutual respect) and how they are manifested in the apartment (see “Guiding Principles” in the *Student Living Guidebook*).
  - Lesson: “How can I build Zion in my own apartment?”
  - Lesson: “How can I show love for my roommates in practical ways?”
  - Lesson: “What does it mean to be my brother’s keeper?”
  - Lesson: “How can I become a better roommate?”
    - Lessons can be found online at [www.byui.edu/studentliving](http://www.byui.edu/studentliving).
  - “Becoming Through Student Living” found in the *Student Living Guidebook*.
5. Provide each companionship with goal sheets to distribute to the apartments and ask them to invite roommates to set goals consistent with the topic(s) discussed. Goal sheets and instructions for conducting an effective apartment council can be found online at [www.byui.edu/studentliving](http://www.byui.edu/studentliving).
6. Ask each companionship to invite roommates to hold regular apartment councils throughout the semester.

## Small Group Gatherings (no more than 30 students)

Objective: Create a setting in which students can comfortably interact while discussing the principles of Student Living. Foster a commitment among students to build Zion within their respective apartments and throughout the property.

Mode of Implementation:

1. Prepare an agenda that includes a series of questions or a few practical scenarios that naturally prompts a discussion centered on the principles of Student Living. Plan to meet for 30-40 minutes.

2. If needed, show a Student Living video at some point during the discussion to introduce the principles of Student Living, invite the spirit, reinforce a comment, or set the stage for a deeper discussion. Student Living videos can be found online at [www.byui.edu/studentliving](http://www.byui.edu/studentliving).
3. Invite students to share feelings and insights throughout the discussion. Encourage students to share experiences in which they have applied the principles of Student Living in their apartments. Ask meaningful and purposeful questions. Avoid questions that only require a “yes” or “no” response. Dig deep to stimulate real thought and introspection. A few examples of questions include the following:
  - What impact can your love for God have on your relationships with roommates? Consider studying and referencing 4 Nephi 1:15-16.
  - What does love look like in an apartment? How is it developed and how is it manifested?
  - How does your involvement in the lives of your roommates demonstrate shared responsibility?
  - In what ways does shared responsibility relate to being your brother’s or sister’s keeper?
  - How is mutual respect personified in an apartment? How does it relate to the Golden Rule?
  - How does living the standards of the gospel and the tenets of the Honor Code demonstrate mutual respect?
  - What do the principles of love, shared responsibility, and mutual respect have to do with the practical work of building Zion in your apartment? How can these principles help you when you are no longer single?
4. Refrain from making a presentation! This is intended to be a discussion. It’s possible to facilitate an entire discussion using only questions sprinkled with quotes from the *Student Living Guidebook*, references to relevant passages of scripture, and/or excerpts from other gospel resources that reinforce the principles of Student Living.
5. You may consider dividing the time with ecclesiastical leaders. Bishops or other ward leaders can be invited to facilitate a portion of the discussion at your discretion. If you adopt this approach, make sure to prepare and plan together so that all participating parties understand the purpose of the meeting, the focus of the content, and the desired outcomes.

### **Large Group Gatherings (try not exceed 75 students)**

Objective: Involve several students in discussing the importance of creating and strengthening a culture of love, shared responsibility, and mutual respect in each apartment and throughout the property. Identify specific practices and extend specific invitations and commitments that will lead to such a culture.

Mode of Implementation:

1. Prepare an agenda that increases students’ understanding of Student Living, engages them in a series of scenarios where the principles of Student Living can be naturally applied, and

strengthens their commitment to building Zion in their apartments. Plan to meet for approximately 40-45 minutes.

2. Following a brief welcome/introduction, divide the large group into smaller groups and assign members of your staff or other trusted students to serve as group leaders. The group leaders must be trained prior to the Student Living Meeting so they fully understand their role with their respective group and what needs to be accomplished.
3. Show a Student Living video to introduce the principles of Student Living, invite the spirit, and set the stage for the subsequent group discussions. Make sure the groups are already divided and seated in their respective areas prior to showing the video. Student Living videos can be found online at [www.byui.edu/studentliving](http://www.byui.edu/studentliving).
4. Equip the group leaders with a few questions to ask their groups following the video to prompt a meaningful discussion. Examples of good questions can be found under the “Small Group Gatherings” section on the preceding page. The group leaders should not dominate the discussion, but rather encourage participation from each member of the group and keep the discussion focused on the topic at hand.
5. Following the questions, the group leaders can pose certain scenarios that prompt additional discussion. The group leaders should be adept at connecting the principles of Student Living (love, shared responsibility, and mutual respect) to the group members’ responses to the scenarios. Some examples of real-life, practical scenarios are listed below. The manager and the group leaders should determine in advance which scenarios they would like to present to the groups (either from the list below or others that would be beneficial to discuss).

#### Scenarios:

- A roommate has invited a member of the opposite sex back to his/her room. How would you handle the situation?
- You have a couple of roommates who do not participate in any apartment-related activities. They separate themselves from the group and spend time in their room(s). What would you do to build unity in your apartment?
- A certain roommate has poor personal hygiene practices and seldom showers or performs any self-care. Sometimes the roommate’s body odor is offensive to you and others in the apartment. How would you approach this roommate and what would you do to help?
- One roommate is casual about keeping curfew and often comes in late. You’ve tried to teach this roommate in a lighthearted, casual way but he/she has not changed his/her behavior. What do you do now?
- On Sundays you’ve noticed that a roommate or two violate dress and grooming standards for church meetings. For example, the skirt is shorter than it is on weekdays or the facial hair is more prominent on Sundays than on any other day of the week. What would you do?
- You notice that a roommate has some edgy posters, DVDs, and reading material in his/her room. He/she is often up late on the computer and you suspect that he/she is involved in viewing pornography. What action would you take?

- Your neighbors are planning a costume party that is reported to include a DJ, black lights, and “crazy” music. You’ve been invited but feel that the party is not going to reflect BYU-Idaho standards for dress and behavior. What would you do?
  - You are aware of a roommate who is engaging in activities of self-harm. He/she has had a rough home life and you know that he/she is struggling emotionally, psychologically, and spiritually. How would you address this situation?
  - A friend is planning a co-ed camping trip next weekend. You are invited to attend. This is not a campus- or ward-sponsored event and you know that it compromises a university standard. What would you do?
  - An engaged roommate has his/her fiancée over for several hours every day. They eat lunch and dinner together (often leaving a mess) and have taken up “residency” on the couch. There is seldom a time that the fiancée is not present. You’re beginning to feel uncomfortable in your own apartment. What would you do?
  - You have two roommates who seem to always be watching TV shows or movies that portray sexuality, intense violence, and/or use profanity including taking the Lord’s name in vain. You’re a bit scared to approach these roommates because, after all, they are adults and have both served full-time missions. What do you do?
6. With 5-10 minutes left, ask all the groups to direct their attention back to you. At this time you can ask one or two groups to share their responses to a certain scenario, share some of your own closing remarks that connect practices to principles, or do a combination of both.
  7. Invite all students to make specific commitments that will foster a culture in which the principles of Student Living prevail throughout the complex.

*Note: You may or may not have time to do both #4 and #5 in a large group setting. Determine in advance what may be most beneficial and what you plan to accomplish in the small groups.*

## Behavioral Intervention

Managers have the responsibility to promptly respond to observed or reported behavior that violates Apartment Living Standards or the Honor Code. Managers must also appropriately intervene in cases when behavior becomes disruptive or can be characterized as troubled or distressed. Illegal or unlawful behavior should be reported to the police immediately. This includes involvement in drugs, alcohol, theft, violence, etc.

The chart on the following page provides guidance to managers as they determine when and how to intervene.

# GUIDE TO BEHAVIORAL INTERVENTION

## Guiding Principles

All interventions are governed by the following principles:

- Saving the individual soul/Doing what is best for the individual
- Protecting the innocent/Reducing risk to others
- Protecting the integrity of BYU-Idaho

Everyone at BYU-Idaho must:

- Covenant to love and care for one another
- Act within his or her stewardship and capacity
- Refer for help/assistance when needed

## Behavioral Examples

## Intervention

## Behavioral Examples

### Disruptive

Self-harm, danger to self or others, harassment, intimidation/bullying, bizarre/unusual behavior, behavior that requires constant supervision, etc.

### REPORT

Matthew 18:17

DANGER: University Security  
BEHAVIORAL: Student Honor Office  
SPIRITUAL: Bishop

### Rebellion

Serious moral violations, criminal actions, alcohol, drugs, etc.

### Troubled

Prolonged sadness, suicidal thoughts, disorientation, highly anxious, seclusion, deterioration of personal care, etc.

### SEEK ASSISTANCE

Matthew 18:16

BEHAVIORAL: Manager, Student Honor Office  
SPIRITUAL: Bishop, EQ/RS President, Home Teacher  
EMOTIONAL: Counseling Center  
ACADEMIC: Academic Advisor, Advising Center, Disabilities Services  
PHYSICAL: Health Center

### Hypocrisy

Repeated Honor Code violations, ignores help, poor academic performance, no church activity, etc.

### Distressed

Sad, confused, stressed, irritable, lacks motivation, difficulty sleeping, poor concentration, etc.

### TEACH/SUPPORT

Matthew 18:15

TALK to the student privately  
TEACH the student the "why"  
LEAD the student to proper support

### Ignorance

Dress and grooming issues, late for curfew, not considerate of others, missing classes, etc.

## **Violations of Apartment Living Standards or the Honor Code**

When a manager witnesses or hears about any behavior that violates Apartment Living Standards or the Honor Code, he/she is expected to address the situation in a way that not only puts a stop to the behavior but also teaches principles that can consequently guide future conduct. Violations of Apartment Living Standards and/or the Honor Code may also require a referral to the bishop or the Student Honor Office. If possible, meet with the student(s) involved and let them know that you will be speaking to the proper authorities. Encourage students to go to the bishop and/or the Student Honor Office on their own, but never do so without personally following up to ensure that contact has been made and that the proper authorities are aware of the situation.

## **Check-in/Check-out Procedures**

### **Check-ins**

Check-ins begin at 8 a.m. on dates established by the university. The following points are critical to the check-in process:

1. Managers must make themselves available at all times during check-ins.
2. At or before check-in, students should receive an apartment key, a copy of the Student Landlord Housing Contract, and an inventory card for the apartment.
3. Encourage students to complete the apartment inventory card and return it to the office within 48 hours (see Section 12 of the Student Landlord Housing Contract). This is a great way to address any maintenance or cleaning concerns before they escalate and to determine if pre-existing damages are present in the apartment. Consider making the return of inventory cards mandatory. Teach students the importance of assessing the state of the apartment and keeping a copy of the completed inventory card in case of a dispute. It is much harder at the end of the semester to prove that damages or cleaning deficiencies existed at check-in and were not caused by current occupants. Consider incentivizing the return of the inventory card.
4. Provide new students with some sort of welcome/information packet and returning students with a summarized version of the same information including any important updates.

### **Check-outs**

Check-outs occur on dates and times established by the university. It is not permissible to require or expect students to leave earlier than the official check-out time. The following points are critical to the check-out process:

1. Managers should meet with students at least one week prior to check-out to discuss cleaning expectations and outline the check-out process. A few specific items relevant to this discussion include standards of cleanliness, damages and associated charges, registering for storage (if applicable), scheduling a check-out, and any other best practices that will lead to a successful check-out.

2. If not already addressed during clean checks, take the time to demonstrate effective cleaning techniques with students and recommend appropriate cleaning substances that will contribute to a better cleaning experience.
3. At check-out, conduct an assessment of the condition of the apartment. With the completed inventory card in hand that was submitted at the beginning of the semester, identify any new damages. Identify areas within the apartment that do not meet the established cleaning standards. Allow the student(s) to address those unresolved areas one more time prior to leaving in order to avoid potential charges.
4. Any damages or cleaning charges assessed to a student following check-out must be itemized and included in the envelope sent to the student with the remaining refundable portion of the security deposit within 30 days of the contract end date. (See Section 3 of the Student Landlord Housing Contract.) Damage charges must reflect the depreciated value of the item if it was not brand new at the time the damage occurred.
5. Landlords are responsible for the normal wear and tear that occurs in the apartment throughout the course of a semester and must not assess charges to students for such deficiencies. This includes carpet and upholstery cleaning, painting, deteriorating grout, peeling or discolored caulk, etc.
6. The landlord and manager work together to ensure that each and every apartment is thoroughly cleaned at the end of the semester and fully ready for new students to occupy the space at the ensuing check-in. All incoming students have the right to a clean, orderly, safe, and inviting apartment within BYU-Idaho approved housing. A well-organized, systematic check-out process will contribute to a proper transition from semester to semester.

## Clean Checks

Though not specifically required by the university, regular and consistent clean checks are highly recommended and represent an extremely important and beneficial practice within approved housing. There are five overarching purposes and outcomes to clean checks:

1. Ensure that the property is clean, orderly, and inviting and that maintenance items are regularly identified throughout the semester (not just at the end) and promptly addressed.
2. Provide protection for landlords and quality assurance for students. (See Section 12 of the Student Landlord Housing Contract.)
3. Influence students to work together in maintaining their *home away from home*, thus increasing unity and diminishing potential points of conflict within the apartment.
4. Foster and strengthen the spirit within the apartment by maintaining a clean environment. It has often been emphasized that “cleanliness is next to godliness.”
5. Prepare students for future home and family responsibilities.



## Performing Clean Checks

As with all aspects of management, clean checks should be governed by the Student Living principles of love, shared responsibility, and mutual respect. The following points represent best practices for performing effective clean checks.

1. At the outset of each semester, clearly teach students that they share in the responsibility of maintaining a clean and orderly environment where the spirit can dwell. Teach them to regard their apartment as their current home and to treat it with the utmost reverence and respect.
2. Provide students in each apartment with a list of cleaning standards and requirements and invite them to collectively determine how they are going to complete the requirements and divide the associated work. This approach will motivate students to hold each other accountable for the cleanliness of the apartment and consequently remove the manager's need and/or natural inclination to micromanage the process.
3. Align all clean check standards with white-glove/check-out standards and help students understand the value of regular cleaning as preparation for a more successful and efficient check-out at the end of the semester.
4. It is recommended that clean checks be conducted weekly or, at the very least, bi-weekly.
5. Managers should not remove themselves entirely from the clean check process. Clean checks represent an important opportunity to assess the culture and overall "well-being" of an apartment in addition to its physical condition. This assessment embodies a core managerial expectation and responsibility.
6. If clean checks are delegated to or shared among other employees, managers must ensure that proper training is provided and cleaning standards are consistently taught and upheld.
7. Use clean checks as an opportunity to teach. Avoid simply assessing a "pass" or "fail" grade. If students have a hard time keeping the apartment clean, teach them the underlying principle of mutual respect as it applies to maintaining a dwelling shared by other people. Cleanliness, or the lack thereof, is often at the root of many roommate disputes. A proper understanding of love, shared responsibility, and mutual respect will lead to a clean and happy apartment where the spirit of the Lord can reside.
8. As part of clean checks, create a weekly or bi-weekly "special" in which special emphasis is placed on one particular item like the oven, microwave, bathtub, or toilet. Instruct students how to properly clean the item and recommend the most effective substances and materials for the task. You may need to demonstrate the proper method using the actual substances and materials. As needed, guide and coach students as they do it themselves.
9. Be thorough and observant during clean checks. Look for mold/mildew growth in window sills during winter months. Look for mold/mildew growth on bathroom walls and ceilings and in the caulk surrounding the perimeter of the tub/shower. Check the bathroom fan to ensure it provides sufficient air flow and is not overly clogged with dust. Look for missing window screens and any damage to carpet, doors, closets, and furnishings. Clean checks represent a great opportunity to stay ahead of repairs and identify any damages caused by students.

10. Incentivize clean checks. Consider instituting a reward system as opposed to taking a punitive approach. For example, reward students or apartments that consistently meet or exceed the cleaning standards with pizza, ice cream, smoothies, or toilet paper. You may even consider a reward of less frequent clean checks for those who have proven they can keep their apartments clean and orderly.

# Appendix A – Landlord and Manager Training

## **Tenant Information System (TIS)**

The Tenant Information System (TIS) is a critical component of a landlord’s responsibilities, whether he/she manages the system him/herself or delegates the responsibility to a manager. In this training landlords will learn how to enter information that will appear on the external advertising site (e.g., pricing, apartment features, property amenities, photos, contact information, etc.). They will also learn the process of entering students into the system to verify eligibility and how to make apartment assignments. Managers are welcome to request and participate in this training as well.

*Estimated length of training: 30 minutes*

## **Rent Collections**

The Rent Collections process is available to all landlords when a student fails to keep his/her payment agreement. Landlords will learn what steps they need to take and at what point they can utilize this process. Eligibility, breach of contract, eviction, correctly filling out the contract, providing a copy of the contract, effective communication, and payment schedules will be addressed.

*Estimated length of training: 45 minutes*

## **Conflict Resolution/Arbitration**

Landlords and managers will learn how to teach and/or resolve conflicts that sometimes arise in housing situations. The arbitration process will be discussed as well as Section 16 of the Student Landlord Housing Contract.

*Estimated length of training: 30 minutes*

## **Student Landlord Housing Contract**

Landlords and managers must be extremely familiar with the terms of the Student Landlord Housing Contract. This training will provide clarification to certain sections of the contract that are sometimes misunderstood or misinterpreted. An interactive tool found on the Housing & Student Living Office’s website provides helpful annotations to the contract for greater understanding of several key points. This tool is available for landlords, managers, and students to review at any time and will be utilized for this particular training.

*Estimated length of training: 10-15 minutes*

### **Student Living Meetings**

Student Living Meetings occur at the beginning of each semester and represent a perfect opportunity for managers to teach important principles and guidelines, build and/or strengthen relationships with students, and set a general tone for the property right from the start. This training will help landlords and managers create memorable and influential Student Living Meetings through the most proven and effective approaches.

*Estimated length of training: 45 minutes*

### **Clean Checks/White Glove**

Implementing regular clean checks and creating an effective white-glove/check-out process lead to clean, safe, orderly, and inviting properties. Regular and properly conducted clean checks also help reduce overall cleaning costs while increasing the life and quality of the property and its assets. Principles and practices of conducting effective clean checks and white glove will be discussed.

*Estimated length of training: 45 minutes*

# Appendix B – Tenant Information System

The Tenant Information System (TIS) is specifically designed to do the following:

1. Allow landlords and managers to verify the eligibility of prospective tenants;
2. Facilitate efficient uploading of student addresses into the university's registration system;
3. Provide critical information for ecclesiastical leaders; and
4. Provide an administrative portal through which landlords and managers can maintain and update important property information that serves as key search criteria for students seeking housing options on the Housing & Student Living website.

## Verifying Student Eligibility

As a condition of approval, all approved housing properties must only rent to admitted, matriculating BYU-Idaho students in good standing with the university. It is the sole responsibility of the landlord to ensure that all tenants/contract holders in his/her property are eligible to live in approved housing. Consequently, landlords are required to verify student eligibility prior to accepting a contract from a prospective tenant. Landlords may delegate this duty, but assume full responsibility for its realization on a day-to-day basis. Any approved housing property found accepting contracts from individuals who are not eligible will jeopardize its approved status.

It is best for landlords and/or managers to verify eligibility at the time an individual inquires about a contract. If a housing property utilizes an online application and/or contracting process, eligibility verification should be conducted on a daily basis. Properly and consistently employing these practices will prevent confusion and frustration on the part of students and their parents.

## Making Apartment Assignments

It is critical that managers make apartment assignments as early as possible prior to the beginning of the semester. The preference is to assign apartments as contracts are sold. At the very least, all students must be assigned to an apartment one month prior to check-in.

Ecclesiastical leaders have significant challenges when it comes to organizing and administering ward affairs due to the ever-changing student population. TIS allows bishops to access directory information of the students who live within their ward boundaries. Many bishops wish to see who is in their ward prior to the semester beginning. If a manager has not diligently and accurately entered students into the correct apartment, the bishop will not be able to see his ward list. Again, it is critical to enter students into the system early.

## Addresses

TIS provides a way to efficiently gather all single student addresses and upload them into the student master data system. On the first day of classes a program is run to transfer all of the apartment assignments from TIS to the student record. The apartment address now becomes the student's official

school address for that term. It is important to understand that, prior to a semester, TIS tracks the contracts that have been sold. After the semester begins, TIS tracks the students who are actually living at the property. If a student does not arrive or is dismissed from school, he/she should be removed from TIS.

### **Search Portal**

Landlords and managers have the opportunity to enter pricing and property information in an administrative portal through TIS. This information is then available on BYU-Idaho's Approved Housing Search webpage where many students go to conduct their housing search. It is important that landlords/managers have the correct information listed so the property appears according to the relevant search criteria. Landlords/managers can also upload pictures of the property for prospective tenants to view. Pictures will be submitted to the BYU-Idaho Housing & Student Living Office for approval. A picture may be rejected if it is not the correct resolution or if it is inappropriate in any way. Uploading the correct resolution is important; otherwise the picture is difficult and awkward to view. Please try to use your own students in the pictures. Generally, stock photos purchased from an online photo bank do not adhere to BYU-Idaho's dress and grooming standards.

# Appendix C - Housing & Student Living Office

Director.....	Troy Dougherty
Campus Housing & Research.....	Adam Ririe
Student Living.....	Riley Burton
Housing Services.....	Sherstin Law
Campus Housing Facilities.....	Andrew Merrick
Administrative Assistant.....	Lynette de Haan