

BYU – HAWAII  
OFF-CAMPUS HOUSING  
CONTRACT LANDLORD AND MANAGER  
HANDBOOK

UNIVERSITY HOUSING & RESIDENTIAL LIFE  
OFF-CAMPUS HOUSING PROGRAM  
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# **TRAINING GUIDE FOR BYUH CONTRACTED LANDLORDS AND MANAGERS**

## **INTRODUCTION**

Welcome to the BYU–Hawaii Off-Campus Housing Program! As a BYU–Hawaii contracted landlord or agent of a contracted landlord, you have an important role in providing housing services for students of the university. The purpose of this training guide is to help you understand the university’s policies, as well as your responsibilities and commitments in helping the university accomplish its mission.

Brigham Young University–Hawaii seeks to have an environment for single students that are conducive to their moral and spiritual growth and their academic performance. This desire extends to those living off campus as well as on campus. Because the community is willing to provide accommodations for many BYU–Hawaii students, the university seeks to have single students renting off campus live in an environment consistent with the moral values taught by the Church of Jesus Christ of Latter-day Saints. Therefore, the Brigham Young University had established a contract housing program to cultivate that desired environment. For BYU–Hawaii to succeed in creating such a climate off campus, we need informed and supportive landlords. We appreciate the landlords and managers who understand and support the BYU–Hawaii Off-Campus Housing Program. You are essential to the success of the program!

## **MISSION OF THE UNIVERSITY**

The mission of Brigham Young University–Hawaii is to integrate both spiritual and secular learning, and to prepare students with character and integrity who can provide leadership in their families, their communities, their chosen fields, and in building the kingdom of God.” –Learn, Lead, Build

In his first address to the BYU student body as president of Brigham Young University, Rex E. Lee emphasized the uniqueness of a BYU education:

“What makes BYU unique is the religious education, which consists not only of what happens in the classroom, but also the entire environment in which we study and learn, an environment that not

only recognizes the reality of the restored gospel, but attempts to incorporate its principles as an integral part of our total educational effort.” (September 12, 1989)

The environment mentioned in the above statement includes more of the life of a student than just that spent on the campus. It includes the whole life of a student on and off campus. The university recognizes that a student’s living situation is a major part of his or her life, because living conditions can greatly influence a student’s moral and spiritual growth and academic performance. Thus, the housing program has an important role in the university’s effort to educate students. For this reason, BYU–Hawaii seeks to cultivate an environment in contracted off-campus housing facilities where single students may more easily realize their spiritual and academic potential.

## **BYUH HOUSING OBJECTIVES**

Through the Off-Campus Housing Program the university sets guidelines and provides services for “contracted” off-campus housing facilities that will help bring about that desired environment. For example, BYU–Hawaii University Housing & Residential Life has established rules, procedures, and services to:

1. Promote moral conduct in the rental units
2. Promote the development and maintenance of rental conditions that are adequate for student needs
3. Encourage landlords to keep facilities in good repair
4. Help BYU–Hawaii students find housing
5. Advise landlords and students on rental problems and responsibilities
6. Help landlords and students resolve conflicts with one another

## **SEPARATION OF MALE AND FEMALE SINGLE STUDENTS**

BYU–Hawaii has long regulated the residential housing environment of its single students by requiring single students to live in university contracted housing. In a 1978 agreement between the U.S. Justice Department and Brigham Young University it was recognized that BYU and, today, BYUH can segregate its students on the basis of gender in its contracted housing.

Singles students of different sexes may reside in the same housing area, but normally not in the same building. The university reserves the exclusive right to determine how its policy of separating the sexes should be implemented in a particular rental complex. If you want to house single men and women in the same building or complex or alter your current separation method, you must present a plan to the University Housing & Residential Life Office and receive written approval, from said office, before carrying out the plan.

## **REQUIREMENTS FOR CONTRACT APPROVAL**

To have rental facilities contracted by the university, the owner signs a written contract agreeing to comply with the guidelines set by the university. The requirements to which a landlord agrees to in order to obtain BYU–Hawaii approval for rentals to hold university contract status is as follows:

1. Exercise reasonable effort to maintain the BYU–Hawaii Off-Campus Residential Life Standards as set forth in the Handbook; inform residents of these standards, seek compliance with the standards and report to the University when notice is given of or there is knowledge or suspicion of a violation.
2. Separate single male and female students according to University policies and procedures set forth in the Handbook. Any modification of use of the rental unit as either a single male or female rental unit shall require written consent from the BYU–Hawaii Housing & Residential Life Office in order to retain University approval.
3. Provide and update the University with copy of the contracts of any and all occupants living in rental units within 14 days of this Agreement, and names of occupants living in rental units upon request by the BYU–Hawaii Housing & Residential Life Office.
4. Ensure that all descriptions, advertisements and promotions of the rental units are accurate and not deceptive; and exercise good faith, fair dealing, and honesty in all relations with tenants.
5. Preserve the quiet enjoyment and peaceful possession of the rental unit for the tenant(s) and use lawful procedures of notice and entry, as set forth in the Handbook.
6. Refrain from nondiscrimination on the basis of race, religion, color, national origin, or disability in the rental the facilities.
7. Use only the latest BYU–Hawaii Single Student-Landlord Rental Agreement with all tenants living in University contract housing. Any pre-contract

application form, addenda, or additional rules used by Landlord must be approved by and be on file in the BYU–Hawaii Housing & Residential Life Office prior to use.

8. Provide students with copies of all rental agreements, addenda, rules, bills and receipts for money paid in cash at the time of any agreement or payment.
9. Not store, keep, or maintain on the premises any firearms, explosives, or dangerous weapons, including hunting knives or other items which in their intended use, are capable of inflicting serious personal injury; not allow tenants to do the same unless prior written consent is received from all other tenants in the rental unit.
10. Comply with the management requirements and carry out the management duties as outlined in the Handbook and inform the BYUH–Hawaii Housing & Residential Life Office of any changes in the name, address, and phone number of the designated manager. The owner agrees and understands that the manager, whether the owner or an agent of the owner, is not an agent of the University. Accordingly, the owner agrees to indemnify and hold harmless the University against any loss or expense including reasonable attorneys' fees arising out of any acts or omissions of the manager.
11. Be reasonably accessible to tenants, either personally or through an agent, and respond promptly to all emergencies, urgent repairs, known or suspected off-campus living standards violations and other serious problems affecting tenants; and take immediate action to correct such problems.
12. Notify the University's Housing & Residential Life Housing Office of any change in ownership, any change in use from families to single tenants, any change from students to non-students or vice-versa. University contract housing privileges are not assignable. New owners must apply for approval through the University's Housing & Residential Life Office.
13. Observe and perform all laws, ordinances, rules and regulations made by any governmental authority including but not limited to, all applicable building codes and land use ordinances. Failure to observe such laws, ordinances, rules and regulations shall constitute a material breach of this Agreement and may be grounds for immediate termination. For purposes of this Agreement, these laws, ordinances, rules and regulations shall include, but not be limited to, Revised Ordinances of Honolulu, Section 21, requiring that there be no more than five (5) unrelated students living in one (1) dwelling.
14. Maintain the rental units in accordance with applicable minimum specifications for BYU–Hawaii Contract Housing (the most recent version of which is incorporated in the Handbook), and with any reasonable request

by the BYU–Hawaii Housing & Residential Life Office relating to the safety or general welfare of tenants, in a reasonable time.

15. Permit representatives of the University to inspect the rental units at reasonable times to determine compliance with this Agreement, including inspections in the Landlord’s absence, all as set forth in the Handbook.
16. Not unjustly evict the tenant or harass or retaliate against him or her for the exercise of rights under the rental agreement or law; make a good-faith effort to settle any controversies with students through BYU–Hawaii sponsored mediation when so requested by the student or the BYU–Hawaii Housing & Residential Life Office and abide by any resolutions reached through the mediation process.
17. Violations of any contract housing conditions by the Landlord or his agent(s) may constitute sufficient cause for immediate revocation of contract housing privileges upon five (5) days’ written notice to the Landlord. Tenants are explicit third-party beneficiaries of the Agreement and these provisions apply regardless of the terms of the individual rental agreements. The Landlord agrees to remit within five (5) days the balance or any prepaid rental or deposit monies or both to any student electing to terminate tenancy after BYU–Hawaii Housing & Residential Life Office notification regarding loss of contract housing privileges, or if the Landlord fails to finalize contract housing arrangement by the commencement of the rental agreement.
18. Contract housing privileges are valid at BYU–Hawaii for a period of one (1) year from the date for this Agreement. Landlords desiring to extend contract housing privileges beyond the one (1) year term must have an application and agreement on file, and pass their annual inspection.

When a contracted landlord does not uphold this agreement the university may remove the contract from the rental facilities. As a consequence, BYU–Hawaii students living in the facilities at the time of disapproval may terminate their rental agreements upon five days written notice to the landlord. A landlord who has lost university approval will not receive any benefits derived from BYU–Hawaii approval, such as aid with delinquent student(s), use of BYU–Hawaii contracts and other forms, use of the rental listing services, or help with resolving conflicts with students through mediation. Therefore, to avoid problems, landlords who want to rent to BYU–Hawaii single students should maintain university contracted approval.

## **LIABILITY OF LANDLORD**

Neither BYU–Hawaii nor the landlord shall be liable for any damages or losses to person or property caused by the student, other persons, the elements, fire, theft, or other catastrophes unless the same is due to the negligence of the landlord. Losses sustained by the student from such causes are not covered by the landlord’s insurance policy. Students are strongly advised to secure insurance to protect his or her property from such occurrences.

# BYUH STUDENT OFF-CAMPUS HOUSING POLICIES

## CERTIFICATION OF STUDENT STATUS

Not all renters in the community are eligible to live in BYU–Hawaii contracted housing. BYU–Hawaii approved landlords can rent only to those persons who meet a particular set of qualifications established in the 1978 agreement with the U.S. Justice Department. As a result, BYU–Hawaii can require its students to live in sex-segregated housing and maintain university standards as long as the tenants in BYU–Hawaii contracted housing meet the “definition of a student” in the agreement.

Thus, landlords must rent their BYU–Hawaii contracted facilities ONLY to the BYU–Hawaii single students as defined below and evict any tenant not meeting the definition below upon notice given to the landlord or his or her agent. BYU–Hawaii contracted housing is intended to house single BYU–Hawaii students only. Landlords may allow BYU–Hawaii student married couples (as defined below) to reside in contracted rental units provided such tenancies are not continuous and are solicited only with the prior approval of the University Housing & Residential Life Office when the landlord has difficulty filling rental units with BYU–Hawaii single students. Single parents with children and single persons who are pregnant may not reside in contracted housing.

1. Students meeting the following criteria
  - A. Any BYUH student, part-time or full-time, enrolled in daytime or evening classes
  - B. Any student or applicant for enrollment or re-enrollment at BYUH for a semester or term commencing with one year after the initial date of occupancy of a contracted housing unit or within one year following his or her most recent enrollment at BYUH.
  - C. Foreign and other BYUH students enrolled in Continuing Education courses or workshops extending four weeks or longer such as English as a Second Language.
2. Married couples who are legally cohabitating as husband and wife.
3. Individuals who have been dismissed from BYUH for nonacademic reasons or who have been evicted from university-contracted housing for violating the Honor Code or Residential Living Standards are NOT eligible to live in contracted housing until cleared by the Honor Code Office.

Declaration of status as a student is material to and relied upon by the landlord in entering into the contract rental agreement and any misrepresentation found is grounds for immediate termination of the rental agreement and such other legal and equitable remedies as the landlord should deem to pursue.

## **ELIGIBILITY TO LIVE IN OFF-CAMPUS**

Tenants must be BYU–Hawaii students or accepted as a student for the next semester or term. Students must be registered as full-time students whom have completed two (2) full-time semesters at BYU–Hawaii or have successfully completed at least 24 credits are eligible to live in BYU–Hawaii Off-Campus Contract Housing.

## **UNIVERSITY CONTRACTED HOUSING REQUIREMENT**

Unless specifically excused by the University Housing & Residential Life Office, ALL SINGLE BYU–Hawaii students, twenty four (24) years of age or younger, who do not reside in on-campus housing, are required to live in BYU–Hawaii Off-Campus Contract Housing and to provide an electronic copy of their Single Student-Landlord Rental Agreement as part of the registration process.

This requirement is waived by the BYU–Hawaii Administration for the following students:

1. Single parents with children, pending Submission for Exemption Request.
2. Single students living with parents, pending Submission for Exemption Request.
3. Under certain conditions, as determined by the University Housing & Residential Life Office, the requirement may be waived for other students, pending Submission for Exemption Request.

BYU–Hawaii single students residing in non-contract housing who are not excused by the University Housing & Residential Life Office are subject to the following sanctions:

1. Future registration may be stopped, until the student verifies that he/she is living in or will be living in University contract housing.

2. Students falsifying their addresses will be subject to the above consequences as well as disciplinary action by the University for Honor Code violations.

A student in this situation may have to move from the non-contracted housing unit, despite the consequences, or forego registration and other privileges at the university, until complying with this policy.

# **BYUH HOUSING MANAGEMENT REQUIREMENTS**

## **PURPOSE OF HOUSING MANAGEMENT REQUIREMENTS**

As explained previously, Brigham Young University–Hawaii realizes that off-campus landlords and managers play a very important role in maintaining the environment the university promotes for its students living off campus. The greatest strength of the Off-Campus Housing Program is the landlords and managers who do not understand their role nor perform as they have agreed weaken the Off-Campus Housing Program. Thus, the BYUH Housing Management Requirements are established to help landlords or their agents to better understand university housing policies and standards and to know how to deal with the problems pertaining thereto. Another purpose is to have for every BYUH-contracted living unit a manager who can be contacted for solving problems that arise on the premises.

## **DEFINITION OF A HOUSING MANAGER**

The term Housing Manager, as used in this training guide, means a person who has primary supervision responsibility of the rental operations of university contracted housing and who meets all the requirements outlined for contract approval and who performs all the duties outlined in this section. The Housing Manager may be the owner of university contracted rental facilities or an agent of the owner.

## **WHO MUST HAVE A HOUSING MANAGER**

All university contracted rental units are required to be supervised at all times by a Housing Manager. A landlord may qualify and act as the Housing Manager if he or she meets the requirements and performs management duties. The requirements are summarized below. If a landlord does not want to perform those duties of the Housing Manager or does not meet the requirements, arrangements must be made to have another person be the Housing Manager. The Housing Manager, whether the landlord or an agent of the landlord, has duties and obligations pertaining to the BYUH Off-Campus Housing Program to perform (see below).

## **ASSISTANT HOUSING MANAGER**

A Housing Manager may have one or more assistants to aid in the management of the rental facility. The assistant must be a responsible adult.

## **LICENSE OF PROFESSIONAL PROPERTY MANAGEMENT**

A Housing Manager, who provides professional property management services for more than one employer or client, must be properly licensed by city and state agencies where such licensing is required.

## **DUTIES OF THE HOUSING MANAGER**

Specific duties required by the university are outlined below. Other managerial duties may be performed by the Housing Manager as determined by the owner. Such other duties may include tasks such as cleaning inspections, repairs and maintenance, general cleaning, lawn and garden care, bookkeeping, clerical work, office receptionist work, security watch, etc. The owner does not have to have the Housing Manager perform these other managerial tasks. The owner shall determine to what extent the Housing Manager engages in the such work, if at all, but the following are the duties which all Housing Managers, whether owners or agents, are obliged to do by the university:

1. Exercise a reasonable effort to promote and maintain BYU–Hawaii Residential Living Standards and support all University Housing & Residential Life policies as outlined in the Handbook. Failure to do so may constitute grounds for the student to end the tenancy and for the university to withdraw its contract of the rental facility.
2. Publicize and advocate to students the principles and rules in the Residential Living Standards, and remind students of their commitment to abide by the standards. (See ‘Informing Students About the Standards.’)
3. Investigate and/or interview students suspected of violating BYU–Hawaii Residential Living Standards and take action against offenders in the form of counseling, warning, reprimanding, or evicting the student, whichever is most reasonable according to the circumstances and nature to the offense and the attitude of the offender. For serious violations of the Residential

Living Standards involving alcoholic beverages, illegal drugs, assault, harassment, threats of physical harm or unauthorized guests overnight in the rental unit or other serious moral transgressions, the Housing Manager shall begin reasonable enforcement procedures immediately after receiving notice of such a violation. In addition, the Housing Manager shall notify the BYU–Hawaii Off-Campus Housing Office or the Office Honor as soon as possible after receiving knowledge of or becoming aware of standards violations by BYU–Hawaii students. (See “Pursuing Compliance.”)

4. Exercise good faith, fair dealing, and honesty in management practices and in all relations with students and with the BYU–Hawaii Off-Campus Housing Office.
5. Make a good-faith effort to settle any controversies with BYU–Hawaii student-tenants and participate in BYUH Off-Campus Housing sponsored mediation when so requested by a student or the BYUH Off-Campus Housing Office.
6. Cooperate with mediators and officials of the BYUH Off-Campus Housing Office by providing information about or discussing the issues of a controversy which involves a student.
7. Be reasonably accessible to students, either personally or through an assistant, and be prompt in responding to emergencies, urgent repairs, known or suspected standards violations, and other serious problems affecting the students. In the event of critical failures involving the gas, electric, water or sewer systems or other serious problems which affect the health, safety, or security of the tenants, the Housing Manager shall take immediate actions to correct the problems.
8. Provide and update the University with copy of the contracts of any and all occupants living in rental units within 14 days of this Agreement, and names of occupants living in rental units upon request by the BYU–Hawaii Housing & Residential Life Office.
9. Manage all website listings on the <https://offcampushousing.byuh.edu> website, to ensure accurate description, advertisements and promotions of the rental.
10. Perform all contracting functions, such as tenant selection and contract, addend and additional rule signing processes.
11. Provide students with all rental agreements, addenda rules, bill statements and receipts for money paid.
12. Provide access to representatives of the university to inspect the rental unit(s) at reasonable times.

## **BYUH RESIDENTIAL LIVING STANDARDS**

This may be the most important set of guidelines which the contracted landlord may have to know. The BYU–Hawaii administration has great concern about the moral environment of its students. As expressed previously, Brigham Young University—Hawaii gives high priority to the moral and spiritual growth of students. A BYU–Hawaii contracted landlord does not simply provide an apartment. The BYU–Hawaii contracted landlord has a share of the responsibility in maintaining and promoting BYU–Hawaii Residential Living Standards.

Why is the landlord’s role in maintaining the living standards so important? Through the rental contract, landlords have control of the living conditions more than any other person. Only landlords can select and screen the tenants who live in the rental units. Only landlords can make an agreement setting forth rules of order and peaceful living with tenants. Only landlords can terminate tenants who violate the rental contract and rules. In sum, landlords can create and shape the environment of a rental unit far more than any other person or organization.

Many landlords want to maintain the standards not only because it is a requirement but also because maintaining the standards usually makes a better rental business. Generally, apartments that provide a favorable moral and spiritual climate in addition to a well maintained physical environment attract more—good renters—those who are more law-abiding, peaceable, and financially stable. A morally degraded living situation adversely affects landlords and students, and when the moral climate of a rental building declines, it is difficult to restore.

### **WHAT ARE THE RESIDENTIAL LIVING STANDARDS**

The three simple sections below, teach the ideals and principles of behavior expected of BYU–Hawaii students living off campus. ALL TENANTS living in BYU–Hawaii contracted housing make a commitment to observe these standards by legal contractual obligation in the rental agreement.

#### **OFF-CAMPUS VISITING HOURS**

Visitors of the opposite sex are permitted in living rooms and kitchens, but not in the bedrooms and bathrooms of off-campus living units. Visitors of the opposite

sex are prohibited from entering a studio unit. Visiting hours may begin after 9:00 a.m. and extend until 12:00 midnight. On Friday night, visiting hours may extend until 2:00 a.m. Landlords may establish a shorter visiting period within the time frame stated above if proper notice is given to residents. It's expected that all students who attend BYU–Hawaii won't stay out past visitation hours, which results in a negative impact on the community or surrounding communities. This policy applies to all university contracted housing units occupied by single students. The visitation hours above are applicable to all single students, not married students.

Guests of the opposite sex are not permitted to stay in the residence overnight. The policy for overnight guests of the same gender is at the discretion of the landlord, including length of stay limitations and/or additional daily charges.

### CONDUCT

All students shall be required to conduct themselves in a manner consistent with the principles of the Church of Jesus Christ of Latter-day Saints and the BYU–Hawaii Honor Code. Furthermore, all students living in University approved housing are required to abstain from possessing, serving, or consuming alcoholic beverage, tobacco, tea, coffee, and harmful drugs, involvement with gambling, pornographic, erotic, or indecent material, disorderly, obscene or indecent conduct or expressions, or with other offensive materials, expressions or conduct or disruption of the peace which, in the sole discretion and judgment of the University, is inconsistent with the principles of the Church and the BYU–Hawaii Honor Code, is not permitted in student housing. All guests of students must comply with the Residential Living Standards while on the premises of University contracted housing. These principles of conduct are applicable to ALL STUDENTS, whether single or married.

### DRESS AND GROOMING STANDARDS

All students of University contracted housing are required to know the BYU–Hawaii dress and grooming standards and abide by them.

The following are the BYU–Hawaii Dress and Grooming Standards:

1. The dress and grooming of both men and women should always be modest, neat, clean, and consistent with the dignity of representing Brigham Young University—Hawaii and The Church of Jesus Christ of Latter-day Saints.

2. Modesty and cleanliness are important values that reflect personal dignity and integrity, through which students, staff and faculty of BYUH represent the principles and standards of the Church. These members of the BYUH community commit themselves to observe the following standards, which reflect the direction of the BYUH Board of Trustees and the Church publication For the Strength of Youth.
3. Clothing should be modest in fabric, fit and style, and appropriate for the occasion. Skirts and shorts should be knee length or lower. Clothing which is sleeveless, strapless or revealing is not acceptable. Footwear should be worn in public campus areas.
4. A clean and well-cared for appearance should be maintained. Hair styles should be clean and neat, avoiding extreme styles. Men's hair should be trimmed above the collar, leaving the ear uncovered. If worn, mustaches should be neatly trimmed. Earrings for men are unacceptable, and beards are not acceptable, except for certified medical reasons.
5. Rental facilities with swimming pools, hot tubs, Jacuzzis, sun bathing areas, or on the beach can establish specific rules for swimwear. To help you establish swimwear guidelines, we suggest using the following rules around these areas:
  - A. Bikinis and immodest or very brief swimsuits are not permitted for men or women.
  - B. Bikinis, suits made of sheer material, and deep-cut suits (i.e., high-cut legs or low-cut backs and fronts) are not to be worn in the above mentioned areas or the exterior of the building unless a full-length T-shirt is worn over the swimsuit.
  - C. All swimsuits and other clothing with straps and ties are to remain fastened or tied while swimming, sunbathing, or lounging.
  - D. For maximum effect, swimwear rules need to be conspicuously posted and written into your rental agreement.

## **HONOR CODE**

In the “conduct” paragraph of the Residential Living Standards (see above), the first sentence states, “All students shall be required to conduct themselves in a manner consistent with the principles of the Church of Jesus Christ of Latter-day Saints and the BYU–Hawaii Honor Code.” You should know what is contained in the BYU–Hawaii Honor Code since its principles are part of the rental agreement to which your students have agreed to abide.

Brigham Young University exists to provide a university education in an atmosphere consistent with the ideals and principles of The Church of Jesus Christ of Latter-day Saints. That atmosphere can be preserved through commitment to conduct that reflects those ideals and principles. As a matter of personal commitment, students, staff, and faculty at Brigham Young University—Hawaii seek to demonstrate in daily living on and off campus those moral virtues encompassed in the Gospel of Jesus Christ, and will:

1. Be honest
2. Live a chaste and virtuous life
3. Obey the law
4. Use clean language
5. Respect others
6. Abstain from alcoholic beverages, tobacco, tea, coffee, and drug abuse
7. Help others fulfill their responsibilities under the Honor Code

## **MAINTAINING THE RESIDENTIAL LIVING STANDARDS**

The contracted landlord has a contractual obligation to the university and to students to exercise a reasonable effort to maintain BYU–Hawaii Residential Living Standards. This includes (1) informing residents of these standards, (2) pursuing compliance, and (3) making a report to the university. Diligent efforts in performing these duties contribute greatly to the total educational effort at BYU–Hawaii.

Failure of the landlord to maintain the standards, after notice from a student of a violation, may be grounds for BYU–Hawaii to withdraw approval and for that student to terminate the contract. Thus, maintaining the standards is important to the landlord from a legal standpoint and also an environmental and financial standpoint. Here are some suggestions on how you can meet these three obligations in maintaining the Residential Living Standards:

### **INFORMING STUDENTS ABOUT THE STANDARDS**

This obligation involves promoting, publicizing, and reminding students of their commitment to the standards.

1. Personally express to your students that you believe the living standards are important and show their importance by complying with them yourself
2. At contract sign-up time and other opportune times, tell students personally that you expect them to abide by the standards
3. Point out the contractual commitment that all students have made with YOU to comply with the standards. If necessary, remind students of the written commitment they have also made with the university.
4. Distribute copies of the living standards to students at check-in time. This is an opportunity to remind them again (in addition to the reminder at contract sign-up time). Copies of these standards are available free of charge to all landlords at the BYUH Off-Campus Housing Office [(808) 675-4764]. We will mail a supply to you.
5. If you have an office where students check in and sign contracts, post a conspicuous sign expressing your expectations about the standards.
6. Take action when violations are reported or observed. (See next section on “Pursuing Compliance”). This is an important way to inform your renters (and teach them) about the standards.

## **PURSuing COMPLIANCE**

This obligation involves making reasonable efforts to (1) investigate standards violations when you become aware of them and to (2) take corrective action with the offenders. Here is what you could do:

### INVESTIGATE

1. Get as many facts as possible before making any judgments, because the alleged offender may be wrongfully accused. Do not base your actions on hearsay.
2. Interview all parties involved—the complainants, the witnesses, and the accused. Pay attention to the things people have personally seen and heard. Try to keep the facts separated from the emotions and the opinions given.
3. Tell the complaining students that you need their support in order to do your duty to maintain the standards. They must keep you informed of further violations if they occur. If they are witnesses to the violation, they must support you by providing testimony against the offenders. If they are unwilling to act as witnesses or let their testimony be used against the accused, you should inform them that you may not be able to do very much to correct the problem. This is especially true if there is no other evidence against the accused. Let the university help you with the investigation.
4. When you have difficulty knowing what to do on a standards problem, please call the BYUH Off-Campus Housing Office [(808)-675-4764] or the Office of Honor [(808)-675-3493]. We may be able to suggest solutions. Contact BYUH Off-Campus Housing officials whenever you are not sure what to do or whether to report a violation of the standards—no matter how minor the violation may seem.

### TAKE CORRECTIVE ACTION

When you determine that one of your renters has violated the standards, you need to take some kind of action. That action could be mild or severe, depending on whether the violation is minor or major. Minor violations might include such behavior as staying minimally past visitation hours or being in the bedroom with multiple guests of the opposite sex with doors open. Major offenses include the following types of situations: A male and a female have been in the bedroom with the door closed or overnight or for very late hours in the apartment or bedroom. Illegal drugs, alcohol, or tobacco have been used on the premises. When evidence or admission of immoral behavior, lying, and deceit are involved in a standards

violation, the violation is usually considered a serious one. Multiple minor offenses also can constitute a major offense. You should consider the attitude of the offender and the circumstances of the problem as well as the nature of the offense. The following are some actions you could take to correct standards violations. They are listed in order of the degree of severity, from mild to strong.

1. Give friendly, informative counsel to those who have committed a minor violation and are unaware of the standard. Let them know of the importance of the standards and your expectation that they will comply thereafter. This is a good teaching opportunity.
2. For those who have committed minor offenses, but know better, give them a reprimand with a warning to not do it again. Depending on the severity of the offense and the knowledge of the offender, the warning could be put in writing and give an ultimatum that threatens eviction on the next offense. Of course, only threaten eviction if warranted and really meant. Be sure to keep a copy of the notice.
3. A report to the university or the bishop about the BYUH student could be done in conjunction with action you take. However, you should NOT rely on or wait for any action the university might take or that which a bishop might take. The church, the university, and approved landlords must act independently of one another in the disciplinary actions taken against students. However, the landlord should report information about standards violations to the university immediately. Thus, when dealing with standards problems, you must take your own action to meet the contractual obligations to your renters. To report a standards violation of a BYUH student, you may call the BYUH Off-Campus Housing Office [(808) 675-4764] or the Office of Honor [(808) 675-3493]. (See the section below on reporting to the university.)
4. Eviction is the landlord's ultimate action for correcting standards problems. It is usually done in cases where the student has committed a major offense or significant breach of contract. Sometimes an offending renter will simply move when asked. Sometime you can negotiate an early termination of the contract with an offending student. In other cases, you may be faced with strong resistance to eviction, so much so, that legal measures will be needed. In these latter cases you will need to have good evidence. Remember, you cannot forcefully remove a student from the rental unit except by lawful means pursuant to a court order. To know more about the eviction process, contact an attorney.

5. After an eviction you may be able to legally sue an evicted student for your loss in re-renting the rental space. The BYUH Student-Landlord Rental Agreement has a clause that makes such an action possible.

### **REPORTING TO THE UNIVERSITY**

The landlord or manager shall make a report to the university “where there is actual observation or notice of violation of the Residential Living Standards.” This means that when you receive knowledge of or become aware of a standards violation, report to the university. You may call the BYUH Off-Campus Housing Office [(808) 675-4764] or the Office of Honor [(808) 675-3493]. If you have doubts that a standards violation should be reported, call anyway. What seems to be a minor offense could be more serious than you think. We can help you decide. Also, the information you report may be helpful in solving other problems of which you may be unaware.

Making such a report does not necessarily mean a student will be dismissed from BYU–Hawaii. The Office of Honor has trained counselors who work to help students understand the principles to which they have committed. When dealing with a student, a counselor in the Office of Honor takes into consideration the nature of the offense, the evidence against the student, and the attitude of the student. The student may be called into the Honor Code Office and given counsel that will result in positive benefits to all involved and lead to a better life for that individual. A student may be counseled, put on probation, or dismissed, but the student will be dealt with justly. If a problem continues, even after making a report to the university, inform the university again and each time after that.

### **DEALING WITH LIFE-THREATENING THREATS AND ATTEMPTS**

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

1. In an emergency, call the Honolulu Police emergency (911) and call the University Security dispatcher [(808) 675-3911], who in turn will notify an emergency counselor from the BYUH Student Development Center. The Center always maintains an on-call emergency counselor.
2. For non-emergencies during the regular working day, call the BYU–Hawaii Counseling Services Office [(808) 675-3518].

3. On the same or following day during regular working hours, notify the Office of Honor at [(808) 675-3493]. Give complete, accurate, and factual details of what took place.

## **BYUH MEDIATION OF DISPUTES**

Because of the natural conflict of interest between owners and students, disputes and misunderstanding will sometimes arise between BYU–Hawaii students and landlords. To reduce the discord within the Off-Campus Housing Program, we try to bring together disputing landlords and students and mediate their differences. Therefore, BYU–Hawaii requires a mediation clause to be used by all contracted owners in their rental agreement with students. The university believes that this system of dispute settlement is usually more equitable in student-landlord relationships and generally reduces controversy in BYU–Hawaii off-campus housing community. Only BYU–Hawaii students can be involved in mediation, because BYU–Hawaii does not have jurisdiction over other students for enforcement purposes.

Mediation is an informal dispute settlement procedure in which a neutral third party aids the disputants in reaching their own settlement. In mediation, decision making remains in the control of the parties; however, settlement agreements by the parties are legally binding.

## **MEDIATION SERVICES**

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

When a landlord and a BYU–Hawaii student fail to reach a settlement of the dispute, either party may file a written request for mediation of the dispute by the BYU–Hawaii Off-Campus Housing Office. Student rental contracts contain a clause that requires the landlord of BYU–Hawaii contracted housing and the BYU–Hawaii student tenant to make a good-faith effort to mediate any

controversies through BYU–Hawaii Housing before proceeding to court. After receiving a written request, the Off-Campus Housing Office assigns a caseworker to find the facts by interviewing both sides of the controversy. In the mediation process, the university expects the landlord or agent to be cooperative with the assigned case worker and mediator and negotiate with students in good faith. It is also expected that the landlord’s representative, if there is one, is the agent who is directly responsible for the rental operations and who had direct involvement with the students in the dispute.

After doing the initial fact finding, BYU–Hawaii Housing mediated between disputing parties by bringing them together in a mediation conference or by ‘shuttle mediation’ when the parties want to remain separated or cannot meet together. During mediation there is opportunity to present evidence and arguments and explore the interests of the parties. The mediator facilitates and directs the discussion, but does not render a decision. The disputing parties make the decisions in mediation. Participants in mediation agree to the BYU–Hawaii Housing Mediation Rules whenever they are a party to a controversy mediated by the BYU–Hawaii University Housing & Residential Life Office.

# CONDITION AND MAINTAINANENCE OF FACILITES

## MINIMUM REQUIRMENTS TO MAINTAIN CONTRACT STATUS

The Minimum Specifications for BYU–Hawaii Contracted Off-Campus Housing are the physical criteria by which the university determines if a rental facility is in a state of good repair and is meeting the basic physical needs of students. We use these specifications to assess the physical condition of a rental unit at the time it is initially approved and when it is inspected any time thereafter. An approved rental unit must also comply with any local building, housing, fire, and health regulations. In addition, the Off-Campus Housing Office may make any reasonable requests affecting the health, safety, or general welfare of students not covered by these written specifications.

In addition to following all building, housing, fire and health regulations, below are additional specifications of what are required of all BYU–Hawaii contracted units, in order to receive or maintain an approved status. Each unit must have the following provided to each student:

1. A Bed
2. A Closet or Drawers for Clothes
3. Access to a Bathroom & Shower
4. A Smoke Detector

The Off-Campus Housing Office inspects all approved rental units at least annually and sends a follow up report to the owner. If BYU–Hawaii housing officials think the general condition of a rental unit has fallen too far below the minimum specifications or if a single safety, health, or security hazard is discovered that could endanger students, the Off-Campus Housing Office will place a landlord on probation or give a warning that the condition of the unit must be improved within a set time or university approval will be withdrawn. If approval is withdrawn, BYU–Hawaii students have the right to terminate their rental agreements with a 5-day notice to the landlord. This provision is in the student rental agreement and the landlord’s agreement with BYU–Hawaii. Exposed wires, broken or missing light switch and outlet wall plates, holes or cracks in walls, floors or ceilings, rusty fixtures or mold or excessive mildew in moist areas are just a few examples which would require repair and therefore affect your contract status.

## **REPAIRS AND MAINTENANCE**

The landlord agrees to maintain, at his or her expense, both the interior and the exterior of the property and any provided furnishings or appliances in safe, sanitary and operable condition and commits to minimum specifications for BYU–Hawaii Contract Housing as set forth the BYU–Hawaii Contract Landlord and Manager Housing Handbook. The landlord shall respond in a reasonable amount of time to any student’s complaint about a failure of the facilities to comply with the BYU–Hawaii minimum specifications or any other applicable laws.

## **STUDENT OBLIGATIONS**

The student agrees to use the property as his or her personal residence and agrees not to sublet or assign his/her right to rent the property except upon the express written consent of the BYU–Hawaii Housing & Residential Life Office. The student also agrees to comply with all applicable city, country, and state laws in use of the property. The student shall maintain the exterior and interior of the property in a reasonably clean and safe condition, use reasonable care in consumption of utilities and services furnished by the landlord, and avoid unreasonable noise or other disruption of the privacy and peaceful enjoyment of premises by the landlord and other students. The student shall be responsible for any damage to the property beyond reasonable wear and tear by the student, member of the student’s family, or persons invited on the property by the student. The student shall not make nor cause to be made, any alternation to the property or its contents without first obtaining the written consent of the landlord.

## **PETS**

No animal or pet shall be kept on the premises without the prior written consent of the landlord and all students in the rental unit.

## **RIGHT OF PRIVACY AND INSPECTION**

Except in case of an emergency which threatens life or property, the landlord may enter the property only with consent of the student or after at least 2 days written notice. Such 2 days written notice may be given to any legal-aged person in the rental unit or by posting a notice in a conspicuous place stating such intent to enter. The landlord may enter his property after 2 days written notice only during reasonable hours and after knocking only for the purpose of inspecting the

premises, making necessary, requested, or agreed upon repairs or improvements, supplying necessary or agreed upon services, or exhibiting the property. Whenever the student requests the landlord to make repairs, consent is deemed to have been given to the landlord to enter without a 2 day notice, but only to make the requested repairs and only after knocking and at reasonable hours. However, if the student gives any reasonable verbal or written objection to the landlord before entry, even when repairs have been requested, the landlord may not enter the property at that time. If the student's objection is not reasonable and the student refuses to allow the landlord lawful access, the landlord may terminate this contract and/or charge the student for damages, if any. The landlord and the landlord's agents are responsible for losses of, or damages to, personal property of students due to negligence of landlord or landlord's agent who enter without student consent.

## **MANAGEMENT FUNDAMENTALS & ORGANIZATION**

Housing Managers must be aware of and practice property management fundamentals at all times. The organization of the following basic key steps are extremely important, so that proper documentation is on hand if any issues with tenants arise. From before the student agrees to live in your rental unit, until the time they receive their rental deposit refund, every transaction and incident should be documented in writing. The best way to do this is to understand and/or implement the following:

### **LEASE**

A lease is a written agreement between the property owner and a tenant that stipulates the payment and conditions under which the tenant may possess the real estate for a specified period of time. BYU–Hawaii students enter a legally binding lease, with approved contracted landlords, by signing a Single Student-Landlord Rental Agreement. Contracted landlords must use the most recent version of the approved BYU–Hawaii Single Student-Landlord Rental Agreement with all student renters. The university reserves the right to withdraw the contract status of any landlord found to be using an agreement or contract other than the Single Student-Landlord Rental Agreement provided by the BYU–Hawaii Housing & Residential Life Office.

### **ADDENDUM**

An addendum refers to an additional section of a lease, which spells out responsibilities and requirements that relate to a certain rental aspect. It is usually found attached at the end of the lease and also requires the tenant's initials or signature. Any addendum used with the BYU–Hawaii Single Student-Landlord Rental Agreement must be approved by a BYU–Hawaii Off-Campus Housing official prior to use.

The owner and the renter may negotiate additional terms, provided that the additions are placed in writing and do not conflict with the main body of the agreement. All additions to the addendum must receive written approval from a BYU–Hawaii Off-Campus Housing official in order to be valid. Any addendum or additions that have terms which are unclear, unreasonable, inequitable,

contradictory, or unconscionable—in the opinion of BYU–Hawaii Off-Campus Housing officials—will not be approved.

## **HOUSE RULES**

These house rules allow the landlord to detail the rules and conduct for tenants of a residential property. All house rules of a BYU–Hawaii contracted rental unit must be approved by a BYU–Hawaii Off-Campus Housing official prior to use. House rules are put into place to protect the student’s comfort, safety, and enjoyment, and that of the neighbors in our close knit community. Landlords reserve the right to make changes or adopt additional rules at any time, as long as those changes and additions receive written approval from a BYU–Hawaii Off-Campus Housing official. House rules should be posted in an area of the unit that student tenants can visibly see daily. House rules may include, but not limited to, limitations or restrictions on the following:

1. Noise & Behavior
2. Parking
3. Building Appearances
4. Lockouts
5. Renter’s Insurance
6. Refuse/Garbage Removal
7. Mail or Courier Deliveries
8. Furniture Care
9. Wall Hangings
10. Laundry Facilities
11. Alterations
12. Damages
13. Cleaning Requirements
14. Common Areas
15. Pets
16. Utility Use or Charges

## **CLEANING LISTS, SCHEDULES & INSPECTIONS**

Cleaning inspections are normally put into place in order to assist student tenants in maintaining a clean and healthy living environment, as well as to protect the assets of the property owner. Landlords should provide their student tenants an

inspection schedule, which would include specific dates & times, in order to allow student tenants adequate time to prepare. Scheduled cleaning inspections also help landlords in scheduling appointments with prospective tenants or university inspectors, so that a clean and tidy unit can be displayed.

Cleaning schedules are recommended, so that each student tenant can be held responsible for certain tasks. It's also best that the schedule rotates so that the student tenants don't do the same cleaning tasks all the time. This provides great home management learning opportunities, while clarifying the responsibilities of each student tenant.

Cleaning checklists for each section of the house should be given to each of the student tenants, so that they are able to complete the tasks that are expected of them. Remember that there are students that are not used to cleaning on their own, so direction and clarification is key. The checklists should include all tasks that the landlord feels are important to the upkeep and maintenance of their rental unit(s). Providing student tenants with cleaning checklists ultimately help the student tenants maintain the cleanliness standard of the landlord, which in the end makes the move out cleaning period easier, allowing the student tenants to maximize their rental deposit refunds. Tasks on the cleaning checklist should encompass items that will be inspected during the checkout inspection, which in the end helps landlords check new tenants in quicker.

## **RENTAL DEPOSIT**

The landlord may apply the rental deposit to any of the following obligations of the student: (A) rent owed under the terms of this contract; (B) damage to the property done by the student individually or by persons invited on the property by the student beyond reasonable wear and tear; (C) other costs provided for in the contract; (D) cleaning of the unit, unless reasonably cleaned by the student, reasonable wear and tear excepted. Students may not use their security deposit for their final month's rent.

The student shall notify the landlord or designated agent of the location where the refund and/or notice may be made or mailed. The balance of any deposit and prepaid rent, if any, and a written itemization of any deductions from the deposit, and reasons therefore, shall be delivered or mailed to the student within 14 days after termination of the tenancy. The university is not responsible for any legal action taken between the landlord and tenant.

## **MOVE IN & MOVE OUT PROCEDURES**

Prior to occupancy, the housing manager and student tenant(s) should inspect the premises together, checking for wear and tear and any defects, damages or malfunctioning utilities that may have been overlooked by the landlord or property manager during the move out inspection of the previous student tenant.

The inspection results should be documented in detail by the housing manager, with copies submitted to student tenants. This inspection report will assure the student tenant(s) will not be held responsible for any damages to the premises that occurred prior to his/her move in.

The housing manager or the new student renter may take photos or make a video record of the premises. Copies of all photos, documentation, etc. should be distributed to the housing manager and/or the new student tenant, and signed off as received by each party.

Any and all malfunctioning appliances, defects and/or damages that would affect the comfortable occupancy of the new student tenant should be repaired or replaced in a timely manner, and the premises left in a clean and welcoming condition.

The housing manager's student tenant move-out inspection must be as thorough and detailed as the move-in inspection procedures. The tenant should have been made aware at the time of move-in that the agreement has provisions to deal with any damages caused to the premises by the student tenant since moving in. The student tenant should also have been made aware upon move-in that the required up-front security deposit prior to move-in was designated as funds to pay for any repairs made to the property that were caused by student tenant damage or neglect. If the premises passes the move-out inspection with no discernible damages, then the security deposit should be fully refundable. Any student tenant damage costs exceeding security deposit funds would have to be paid by the former student tenant. If the former student tenant is not willingly to pay, then the housing manager or landlord may contact the BYU–Hawaii Off-Campus Housing office for assistance. If the student tenant remains unwilling to pay damages, after university mediation, then the landlord may attempt to collect via lawsuit.

## **UTILITY BILLS & STATEMENTS**

Most contracted rental units include utilities in the monthly rental fee, but if it is not, the landlord or housing manager must provide student tenants monthly statements, which include the amount due, the date payment is due and furnish copies of the utility bills. Open communication regarding the amounts that student tenants pay for utilities are vital. By providing copies of each utility statement, that the student tenant pays for, allows peace of mind, so as to not don't feel taken advantage of or question the amount(s) each student tenant are billed.

## **PAYMENT RECEIPTS**

A payment receipt is an acknowledgment signed and dated by the landlord or housing manager for rent, utility or fee payments collected. A payment receipt should show the student tenant's name, landlord's name, amount paid, address of contracted unit, explanation of what payment is for, date of payment. As a landlord or housing manager you are required to provide payment receipts for all monies collected and to keep record of all payment receipts to provide on request.

Receipt books are available for purchase at Wal-Mart and even the BYU–Hawaii Bookstore. You may wish to obtain from your bank a deposit book. This will have your account details pre-printed, making the process simple for the student tenant that wishes to pay over the counter to your bank, and will provide proof of payment for your student tenant.

## **INCIDENT RECORDING**

Housing managers frequently deal with an array of issues with student tenants, as well as situations between the student tenants as roommates. All occurrences that require the housing manager to counsel student tenants should be logged or documented. This record could be end up being usable evidence for BYU–Hawaii Off-Campus Housing mediation or for Office of Honor decision making. Housing managers will be asked to provide documentation when help is requested for collecting monies or approval is request for student tenant evictions.

## **IMPLEMENTATION OF TEMPLATES**

Templates are premade forms that retain its primary intent, which can be individually customized for each student tenant. Housing managers should create their own templates to make all housing management process quick, while maintaining organization. The BYU–Hawaii Single Student-Landlord Rental Agreement is an example of a template. It’s recommended that each landlord or housing manger create templates for all regular housing management functions, such as, but not limited to, the following.

1. Addendum
2. Inventory Checklist
3. Move In & Move Out Inspection Form
4. Monthly Billing Statements

The BYU–Hawaii Off-Campus Housing office has generic templates that landlords and housing managers can implement into their rental process. If any landlord or housing manager would like assistance on creating any templates specifically for the contracted rental units that they manage, contact the BYU–Hawaii Off-Campus Housing and to make arrangements.

The BYU–Hawaii University Housing & Residential Life Office is willing to work with landlords to make the housing experience for both our BYU–Hawaii off-campus students, contracted landlords and community. Mahalo for your patience as we grow our program and we look forward to working with you.