

RE: Graduation/Internship Clause Interpretation:

Attention Landlord:

It has come to the Off-Campus Housing attention that many landlords are misinterpreting or trying to avoid the intent of the graduation/internship clause in the BYU Student-Landlord Rental Agreement. The graduation/internship clause reads as follows:

“23D. If, at any time during the term of the contract, the student graduates from BYU or is required to do an internship for graduation which necessitates leaving the area, the student may terminate with 120 days written notice and shall forfeit security deposit and legal deductions. After receiving the 120 day written notice the Landlord may at the end of any semester, relet the rental space and thus relieve the student of any further obligation under this Agreement or continue to collect rents for the full duration of the 120 days. The student’s rent obligation continues 120 days from the date written notice is given to the landlord.”

This clause was put into the BYU Student-Landlord Rental Agreement because many landlords only offer year-round contracts, leaving the students with 4 to 8 months remaining on their contracts after they’ve graduated or as a barrier to undertaking and completing an internship. We see it in the best interest of our program, to allow students when they have graduated, to move on with their profession and create room for new student-tenants.

In an attempt to better clarify the graduation/internship clause, “If a landlord only offers a year-round contract, the landlord cannot charge a student a higher prorated amount of rent or be penalized in any way for utilizing the clause.”

If landlords would offer 4 month contracts, this clause would be eliminated.

Best Regards,

BYU Off-Campus Housing