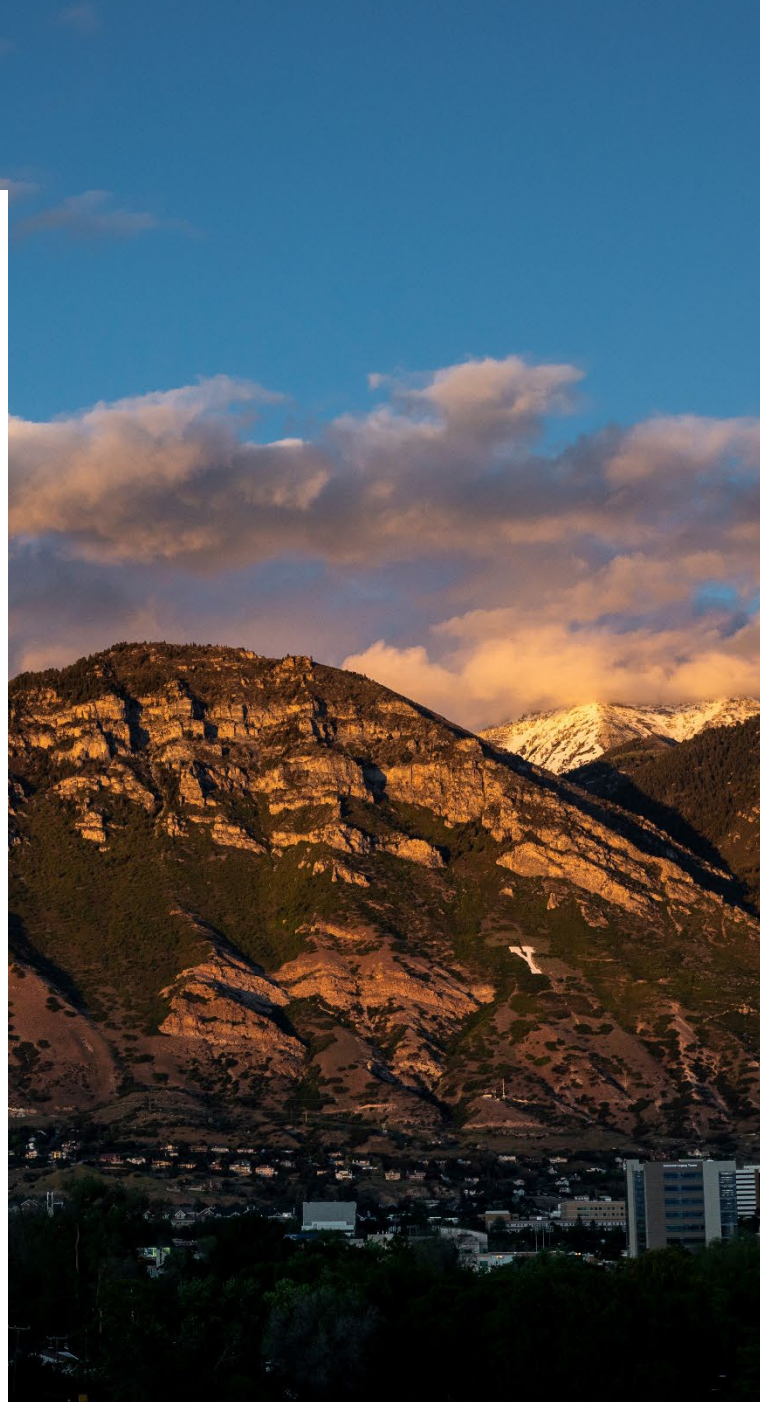


Off-Campus Housing Handbook

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Off-Campus Housing Office
BYU Department of Residence Life





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Off-Campus Housing Handbook Objectives

A student's living accommodation is a major part of his or her college life. Living conditions can greatly influence a student's growth, performance, and ability to thrive. The [BYU Student Housing Policy](#) states that all single undergraduate students in their first two semesters as a BYU student must live (1) in BYU On-Campus Housing, (2) in BYU Off-Campus Contracted Housing, or (3) with qualifying family members. This applies to all single undergraduate students in their first two semesters at BYU, including transfer students, who are matriculated, meaning they have been admitted to a degree-seeking program.

The mission of BYU Residence Life is to enable individuals to live, learn, work, and grow in gospel-centered communities. BYU truly values the contributions of contracted off-campus landlords to the overall student experience and recognizes their critical role in creating gospel-centered communities. This Housing Handbook exists to:

1. Educate tenants in contracted housing, contracted landlords, parents, BYU campus partners, and ecclesiastical leaders on BYU Contracted Housing program requirements.
2. Communicate guidelines for the development and maintenance of contracted housing living conditions for student needs.

Contracting Application

Applicants seeking contracted status are invited to carefully review all information in the [Contracting Portal](#). Applicants choosing to apply for the contracted housing program should begin by submitting a [Contract Packet](#). Submission of a Contract Packet and previous participation in the contracted housing program do not guarantee acceptance into the program. Properties selected to participate in the contracted program will manage their own business operations and will enter a landlord agreement with the University.

University Agreement with Contracted Providers

The university agreement with owners is valid for a period of one year. Agreements, in the sole discretion of the university, may be renewed annually. If an owner's university agreement is terminated during the term of the landlord agreement, the following may result:

- The university will notify all BYU students that the facility does not have a current agreement. Students should refer to section 11 of the BYU Student Landlord Rental Agreement for further information on this circumstance.
- If the tenant invokes section 11 of the BYU Student Landlord Rental Agreement, the landlord must refund all rent paid beyond the date of check out and any deposit monies minus legal deductions.

Tenant Obligations

Tenants are expected to abide by their obligations in the BYU Student Landlord Rental Agreement. BYU's Off-Campus Housing Office (OCHO) expects students to seek assistance from the OCHO for unresolved concerns and violations of the [BYU Student Housing Policy](#) and [CES Honor Code](#).

Landlord Obligations

Landlords have a duty to understand and uphold all obligations as set forth in the BYU Student Landlord Rental Agreement and the Agreement to Provide BYU Off-Campus Contracted Housing. In addition, landlords should follow the guidelines listed below.

Contract Addenda

If the Landlord chooses to use an addendum, it must be submitted to ochcontracting@byu.edu for approval 30 days prior to signing contracts with students. If there are any conflicts or inconsistencies between the provisions of the BYU Student Landlord Rental Agreement and the landlord's addendum, the BYU Student Landlord Rental Agreement will control. An addendum that has not been approved, or that has been modified after it was approved, will not be considered valid.

Guidelines for an approved addendum:

- Avoid using statements that would contradict the BYU Student Landlord Rental Agreement.
- Avoid repeating the BYU Student Landlord Rental Agreement.
- Include any "house rules" specific to the property.
- Include any fees and/or fines not already specified in the BYU Student Landlord Rental Agreement.

Management/Ownership

Contact Information

Owners are expected to provide all required contact information at the beginning of the Student Landlord Rental Agreement. Every contracted rental facility is required to have two persons designated as contacts for the purpose of receiving notices required under the Student Landlord Rental Agreement.

- A contact may be the owner, or an agent designated by the owner. A contact must be fully authorized to act for and on behalf of the owner(s). The contact cannot be a spouse or child of the owner.
- One of the contacts must reside or do business within the immediate area of Utah County and provide a local address (not a P.O. Box) to the students where they may deliver or post notices and communication.

Agents

Owners are responsible for their agents' actions and inactions. As such, all parties agree to the following:

- Landlords shall maintain a BYU Net ID.

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- The primary agent must participate in trainings offered by the OCHO, such as FERPA or Clery Act trainings. All owners are strongly encouraged to participate so they remain informed about requirements and new information.
 - The owner and agent must proactively communicate with university officials and respond to the university's communications regarding situations at their facilities and concerns regarding tenants living there.
 - Landlords may choose to hire, train, and employ staff living in on-site apartments if there is a legitimate need for complex oversight. Live-in staff should be either single individuals of the same sex as designated for the complex, or a married couple. Live-in staff must perform defined responsibilities, as outlined by landlord and approved by the OCHO as part of the contracting process, for the community in which they reside.

Verification Checklist Report

Landlords will verify tenants and tenant eligibility:

- During the contracting process: use the [Confirmation of Tenant Eligibility tool](#) to confirm with the OCHO that each applicant is an eligible tenant. As agents of BYU for the purposes of FERPA, those confirming tenant eligibility with this tool will attend the OCHO training regarding FERPA and safeguarding records obtained from BYU.
- By July 1: provide a list that contains the names of all tenants, each tenant's institution, and the tenant's Net ID or student number for tenants who have signed contracts for the upcoming school year.

Maintain BYU Standards

Landlords and the OCHO should work together as they support and encourage compliance with the [BYU Student Housing Policy](#) and the [CES Honor Code](#). Landlords and the OCHO educate tenants about standards, gather and share (as appropriate) information about potential violations, so that appropriate steps can be taken, and outcomes achieved. Landlords should report violations of the BYU Student Housing Policy and the CES Honor Code to either the OCHO or [Honor Code Office](#). Because education is the key to helping tenants understand and thrive in their living environments, the OCHO will mentor the landlords through this process to allow coordination in situations such as visiting hour violations, roommate conflicts, disruptive behavior, honor code violations, and sex separation.

Give OCHO Written Notification of Change of Status

Landlords are required to provide written notification to ochcontracting@byu.edu for any change in contracted housing status, including changes in sex designation, contact information, property name changes, management or agent, transfers in ownership, or changes in contracted status. If considering leaving the contracting program, notify the OCHO as soon as possible.

Suicide/Suicidal Ideation Guidelines

If there is an immediate emergency, call 911.

Additional Resources

- [BYU Counseling and Psychological Services \(CAPS\)](#) – 801-422-3035 from 8am to 4pm. For after hours, a crisis counselor can be reached by calling 801-422-3035.
- The closest emergency room to BYU is located at Utah Valley Hospital (1034 N. 500 W., Provo, UT 84604).
- Utah State Crisis Line – 801-587-3000
 - Coordinates crisis response and has access to:
 - Recovery Outreach Center – Crisis counselors on duty.
 - Mobile Crisis Outreach Team (MCOT) – Can send crisis team to other locations.
- [Safe UT App](#) – A smartphone app with crisis resources and immediate access to either chat or connect with a crisis counselor over the phone.
 - Search “Safe UT” on the App Store or Google Play.
 - Has both chat (text) and crisis phone line features.
- Crisis Text Line – A national text line where students can text with a trained crisis counselor.
 - Text HOME to 741741
- National Suicide Prevention Lifeline: 988 or 1-800-273-TALK
 - Free, confidential service with over 150 crisis centers networked nationwide.
 - Can link to a Veterans Crisis Line through this number.
- [The Trevor Project](#): (866) 488-7386
 - Free, nationwide crisis and suicide prevention hotline for LGBTQ youth. The website also has a chat feature.
 - To access a crisis counselor via text, text START to 678678
 - To chat online, click <https://www.thetrevorproject.org/get-help-now/> and navigate to the TrevorChat tab.



Entering Dwelling Units

See section 14 Rights of Possession, Privacy, and Entry of the BYU Student Landlord Rental Agreement regarding the notice required before entering dwelling units.

The OCHO may request to enter dwelling units with contracted landlords for the purpose of inspection. These requests may come throughout the contracted period for reviewing or following-up on minimum standards or if a tenant requests an inspection from the OCHO. OCHO Officials will coordinate times with landlords for these inspections.

Maintaining the Property

Minimum Standards

All landlords have a responsibility to be aware of all applicable laws and ordinances that may impact their rental units. Landlords agree to maintain all contracted rental units in accordance with the Minimum Standards listed below and comply with all federal, state, and local building, zoning, fire, health codes and other applicable laws and ordinances, in addition to any reasonable requests of the OCHO relating to the safety, general welfare of students, or livability of a unit or complex. The OCHO must approve, in writing, exceptions to any of the Minimum Standards.

Furnishings

- Dining space with a chair to seat each tenant.
- Living room furniture that seats all tenants.
- Study space for each tenant.
- Separate bed for each tenant.

Appliances

- Refrigerator is operable and has working freezing compartment. Two (2) fridges required if more than 6 tenants/unit.
- Oven and stove in working order.
- Adequate ventilation in bathrooms.

Safety and Security

- Adequate lighting for safety, security, and normal living purposes in all rooms and exterior of property.
- Exterior door is properly secured and has a dead bolt lock and or deadlocking latch. Any electronic card, key fob, mobile device, or code access panel must be in good working condition. Locks must be built into the door and operate by key from outside and from inside without a key. Locks must be in good operating condition.
- Solid wood or solid core exterior door that fits sufficiently close to the door frame with sufficient weather stripping.
- All entrance doors shall be equipped with a way to permit the occupants of the dwelling unit to see a person at the door without fully opening the door.
- A key must be provided for each student at the time occupancy begins. In the case of an electronic door access control unit, a code, card, fob, or other entry device must be provided to each student at the time occupancy begins.
 - If keys, cards, or fobs, or other entry devices are given to maintenance groups or vendors, they must be collected when the work is completed. If an entry code is given to maintenance groups or vendors, the code must be changed, and the new code given to the students once the work is completed. If a key is lost, the locks must be changed. Any lost card, fob, or other entry device must have the clearances removed for the protection of the students.
- Windows, window coverings, and window screens are in good condition and afford privacy.
- Landlord shall make a reasonable effort to remove snow and ice from stairways, walkways, and parking lots within 12 hours after snow falls. In the event of a continuing snowfall, the landlord shall make a reasonable effort to remove snow and ice at least once in each 24-hour period.

Definitions and Acronyms

- a) **agent:** A person or company authorized to act on behalf of the owner. Also see landlord.
- b) **BYU Student Landlord Rental Agreement:** The agreement provided by BYU for use by contracted landlords.
- c) **Clergy Act:** This federal statute requires all colleges and universities that participate in financial aid programs to record, keep, and disclose information about crimes on and near campus.
- d) **contact:** An owner, or agent or manager designated by an owner, that can receive notices, maintenance concerns, or other student communications. A contact must be fully authorized to act for and on behalf of the owner(s). The contact cannot be a spouse or child of the owner.

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- e) **eligible tenant:** Single, matriculated BYU student, BYU evening student, BYU Flex GE student, BYU English Language Center student, BYU Salt Lake Center student, BYU Visiting Student, BYU–Hawaii student, BYU–Idaho student, or Ensign College students.
 - f) **FERPA:** Family Educational Rights and Privacy Act is a federal law that protects the privacy of student education records.
 - g) **landlord:** An owner, ownership, manager, management company or agent contracted with OCHO.
 - h) **landlord agreement:** The one-year agreement between BYU and owners to provide contracted housing. Also called Agreement to Provide BYU Off-Campus Contracted Housing.
 - i) **manager:** See agent.
 - j) **OCHO:** Off-Campus Housing Office.
 - k) **owner/ownership:** Person or group listed as having a title to a property. Also see landlord.
 - l) **rental facility:** The landlord’s property or properties identified in the agreement signed between BYU and the landlord.
 - m) **student:** See eligible tenant.
 - n) **tenant:** See eligible tenant.
 - o) **term:** The period in the landlord agreement from the Rental Period Start Date to the Agreement Expiration Date, unless revoked or terminated before the Agreement Expiration Date.

Applicable Laws

Federal, state, and local building, zoning, fire, health codes and other applicable laws and ordinances may change. All individuals have a personal responsibility to be aware of the current laws and ordinances. The following list of applicable laws is included as a reference and should not be considered an exhaustive list or explanation of applicable laws.

[ADA, Service Animals](#)

[EPA, Residential Lead-Based Paint Disclosure](#)

[FERPA](#)

[Clery Act](#)

[Fair Housing Act](#)

[Fair Housing Act, Emotional Support Animals](#)

[Utah, Fire Marshal](#)

[Utah County Code, Animal Control Regulations](#)

[Provo City Code, Animal Control](#)

[Provo City Code, Business Licenses and Regulations](#)

[Provo City Code, Health and Sanitation](#)

[Provo City Code, Public Peace and Safety](#)

[Provo City Code, Zoning](#)