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BYU–HAWAII CONTRACT OFF-CAMPUS HOUSING

INTRODUCTION

Brigham Young University–Hawaii focuses on the spiritual and moral as well as the academic aspects of education. BYU–Hawaii exists solely to offer a unique educational and living environment consistent with the religious standards of its sponsor—The Church of Jesus Christ of Latter-day Saints. The University seeks to foster an environment for its single students living off campus that is conducive to their moral and spiritual growth as well as their academic performance.

BYU–Hawaii works with the community to provide accommodations for some of its single and married students. Therefore, the University has established a contract housing program for its single students to promote the desired environment off-campus.

The purpose of this handbook is to help University single students, contract landlords and managers to understand their responsibilities and commitments in helping BYU–Hawaii cultivate an environment, in off-campus housing facilities, where single students would be best able to realize their spiritual and academic potential.

CERTIFICATION OF STUDENT STATUS

Tenants must be BYU–Hawaii students or accepted as a student for the next semester or term. Non-students cannot participate in BYU–Hawaii contract housing. 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.

SEPARATION OF MALE AND FEMALE SINGLE STUDENTS

The courts have recognized that private institutions, such as BYU–Hawaii, can segregate their single students on the basis of gender in their contract off-campus housing.
BYU-HAWAII STUDENTS REQUIRED TO LIVE IN BYUH OFF-CAMPUS CONTRACT HOUSING

Unless specifically excused by the BYUH Off-Campus Housing Office, all single BYU–Hawaii students, who are twenty-four (24) years of age and 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 to the BYUH Off-Campus Housing Office as part of the registration process.

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

a. Single students living with parents
b. Single parents with children
c. Certain extenuating conditions, as determined by the BYUH Off-Campus Housing Office

In order for the requirement to be waived, an exemption request must be submitted to and approved by the BYU–Hawaii Off-Campus Housing Office.

BYU–Hawaii students in violation of the Off-Campus Contract Housing Policy 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.

HOW TO BECOME A BYU–HAWAII CONTRACT LANDLORD

A homeowner and/or landlord/property manager may become a contract landlord through the BYU–Hawaii Off-Campus Housing Office, located in the University Housing Building at 55-220 Kulanui St., Laie, HI 96762. Information could be found at offcampushousing@byuh.edu or by calling (808) 675-4764. An official of the BYUH Off-Campus Housing Office will interview the owner and inspect the rental facilities, in order to determine eligibility.
REQUIREMENTS FOR BYU–HAWAII CONTRACT LANDLORDS

University contract landlords agree in writing to all federal, state and BYUH Off-Campus Housing codes, policies and regulations. If an agent of the owner signs the agreement, the agent certifies that he or she has the requisite authority to sign on behalf of the owner.

Landlords must observe and perform all laws, ordinances, rules and regulations made by any governmental authority including, but not limited to, all applicable building codes, housing codes, land use ordinances and landlord-tenant codes. Failure to observe and abide by such laws, ordinances, rules and regulations shall constitute a material breach of the BYUH Contract Landlord Agreement and may be grounds for immediate termination.

All tenants (students and non-students) residing in contract housing are expected to abide by BYU–Hawaii Residential Living Standards.

EXERCISE GOOD FAITH, FAIR DEALING AND HONESTY

Landlords and their agents must ensure that all descriptions, advertisements, or promotions of the facilities are accurate and not deceptive and must exercise good faith, fair dealing, and honesty in all relations with tenants. If an owner’s or agent’s dealings with single students or the BYU–Hawaii Off-Campus Housing Office is deemed to be misleading, deceptive, dishonest, unfair, or in bad faith, the University may withdraw contract privileges immediately. The landlord may not remove the tenant or harass or retaliate against him/her for the exercise of rights under the contract or law.

DISCRIMINATION

Landlords shall practice no discrimination in the rental of the facilities on the basis of race, religion, color, national origin, or disability. In University contract housing, this policy shall apply regardless of the size of a rental facility or whether the owner is living on the premises or not.
INSPECTIONS/VIOLATIONS

Landlords agree to allow representatives of the University to inspect all units of the facilities at reasonable times to determine compliance with the agreement. If any violations of the agreement with the University are found, the Off-Campus Housing representative will file a report that will be reviewed by an official in the BYUH Off-Campus Housing Office. If any complaints are received from tenants or other persons indicating possible violations of the agreement, the BYU Off-Campus Housing Office may send a representative to investigate the matter and file a report. If the Off-Campus Housing Office determines that the problems are serious, a notice will be sent to the owner or manager describing the violations. A landlord may be given a notice of warning or be placed on probation and given a period of time to correct the violations. However, the University reserves the right to immediately terminate BYU–Hawaii contract privileges. Should a landlord desire prior notice of apartment inspections, the landlord must notify the BYU–Hawaii Off-Campus Housing Office and designate the appropriate person, address and phone number to contact. BYU–Hawaii shall make a reasonable attempt to give notice of apartment inspections to the owner’s designated agent, but failure to reach the designated agent shall not affect the University’s right to conduct the inspection.

ACCOMODATIONS

Each tenant must be provided with their own bed, access to bathroom/shower facilities, and facilities for the hanging and storage of clothing.

OFF-CAMPUS LIVING STANDARDS FOR BYU–HAWAII STUDENTS

The Church of Jesus Christ of Latter-day Saints sponsors BYU–Hawaii to provide a university education in an atmosphere consistent with the ideals and principles of the Church. Maintaining high standards of personal behavior and appearance is essential to the preservation of this unique atmosphere and to the development of individuals who personify these ideals and principles. Each BYU–Hawaii student represents the University and Church in a special way. The Residential Life Standards, Honor Code and Dress and Grooming Standards apply to all students whether on or off campus.
Conduct

All BYU–Hawaii students living off-campus shall be required to conduct themselves in a manner consistent with the principles of the Honor Code. The Word of Wisdom is the health code the BYU–Hawaii students are required to observe, and includes abstinence from alcoholic beverages, tobacco, tea, coffee, kava, and all other harmful drugs. Gambling, pornographic and indecent material, and disorderly and obscene conduct or expressions are not permitted. Loud or late night noise, music and parties that disturb those living with you or your neighbors are not allowed. Please be considerate of others at all times.

Dress and Grooming Standards

Clothing should be modest in fabric, fit and style and appropriate for the occasion. Student living off-campus will be responsible for upholding the Dress and Grooming Standards of the Honor Code.

Firearms, Weapons and Explosives

Landlords agree that they will not, nor will they allow tenants to, 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. This policy specifically applies to the owner or his agent when living in a dwelling unit with students on the premises of BYU–Hawaii contract housing.

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 renters insurance to protect his or her property from such occurrences.
Miscellaneous Students 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 Off-Campus Housing Office. The student also agrees to comply with all applicable city, county, 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 of other tenants. 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.

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 in the BYU–Hawaii Off-Campus Housing Contract Landlord and Manager 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.

Overnight Guests

Guests of the opposite sex are not permitted to stay in the residence overnight. Please refer to your rental agreement or contact your landlord for specifics on allowing guests of the same sex to stay overnight. The policy for overnight guests of the same gender is at the discretion 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.

Violations

All BYU–Hawaii students should adhere to all BYUH standards and discuss them with guests, as well as roommates. Students who do not adhere to these Off-Campus Residential Living Standards will be subject to disciplinary action by the University, including non-academic suspension. Violations of these standards may be reported to the Office of Honor, by calling (808) 675-3531 or the BYUH Off-Campus Housing Office at (808) 675-4764.

The landlord or manager may make a report with the University when he/she becomes aware of a violation. 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 students, a counselor in the Office of Honor takes into consideration the
nature of the offense and the evidence against the student, etc. The student may be called into the Office of Honor and given counsel that will result in positive benefits to all involved and lead to a better life for that individual. A student may be given counsel, 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, landlords or managers may wish to contact the University again.

*Visitation and Conduct Outside of Campus*

Visitors of the opposite sex are permitted in the living room and kitchen, but not in the sleeping room and bathroom area. Visitors of the opposite sex are prohibited from entering a studio unit. 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. Visiting hours may begin at 9:00AM and extend until midnight, and Friday night visiting hours may extend until 2:00AM, unless earlier hours are designated by the landlord. This policy applies to all housing units occupied by single persons.

**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 this 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 payment and notice may be made or mailed. If no forwarding address is given to the landlord, the landlord will mail the payment and/or notice to the students last known address. 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 (certified) 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.
BYU-HAWAII HOUSING MEDIATION SERVICES

When a landlord and a BYU–Hawaii student fail to reach a settlement of a dispute on their own, either party may file a written request for mediation of the dispute by the BYU–Hawaii Off-Campus Housing Office. Single student rental contracts contain a clause that require the landlord of BYU–Hawaii contract housing and the BYU–Hawaii single student tenant to make a good-faith effort to mediate any controversies through BYU–Hawaii Off-Campus Housing mediation services before proceeding to arbitration or to court. In the mediation process, the landlord or agent shall cooperate with the assigned case worker and mediator and negotiate with students in good faith. It is also expected that the landlords’ representative, if there is one, is the agent 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 Off-Campus Housing mediates 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 the parties have an opportunity to discuss their interests and negotiate. The mediator facilitates and directs the discussion, but does not render a decision. The disputing parties make the decisions in mediation. Mediators hold all communications to them in confidence during the mediation process and will not be a witness for nor against either party in an arbitration hearing or in a court of law. Participants in mediation agree to the BYU–Hawaii Off-Campus Housing mediation rules whenever they are a part to a controversy mediated by BYU–Hawaii Off-Campus Housing.