

Occidental College Rental Housing Program

Policies and Procedures (Revised May 2019)

The Program

Occidental College is pleased to offer College-owned rental housing to faculty, administrators and staff. Priority is given each year to new tenure-track faculty and “on-call” staff and administrators (“Priority Tenants”). Rental housing is offered to other faculty, administrators and staff (“Non-Priority Tenants”) as described in this policy. **This policy is incorporated into (and is a part of) the College’s Lease Agreement. Please review the lease and policy carefully.** Questions about the College’s Rental Housing Program should be directed to the office manager in the Business Office (ext. 2660 or by email at myhome@oxy.edu).

- A. Rent Structure – Rents are established based on periodic fair market value appraisals.
- B. Lease Agreements – Leases are signed/renewed on June 1 of each year. Non-Priority Tenants will be offered the option to renew their leases on or before April 15th of each year.

Administrative Responsibility for Program

The Vice President for Finance and Planning oversees the College’s Rental Housing Program. All agreements and arrangements are managed through the College’s Business Office. A lease shall not be deemed in effect until it is signed by the Tenant and the College (by either the Vice President for Finance and Planning or the Controller).

The College’s Facilities Management Department is responsible for coordinating all repairs and other maintenance. Work is performed by the College’s in-house Facilities’ work force or by contractors selected by the College at its sole discretion.

Eligibility for the Rental Housing Program

Newly Hired Tenure-Track Faculty

Priority for College-owned rental housing is given to tenure-track faculty in their first year of employment by the College. Such Priority Tenants may renew their annual lease and remain a Priority Tenant through the first full year of tenure. Thereafter, such

Occidental College Rental Housing Program
Policies and Procedures
(Revised May 2019)

Tenants may be offered the opportunity to renew their lease for up to three additional one-year terms as Non-Priority Tenants if their house is not needed for a Priority Tenant. Generally, **a tenure-track faculty may not lease a College-owned home for more than ten years.**

Newly Hired Tenured Faculty and Visiting Professors

Second priority for College-owned rental housing is given to newly hired, tenured faculty in their first year of employment by the College. Such new faculty members may renew their annual lease for two years and may be offered the opportunity to renew for up to three additional one-year terms. Generally, **a tenured faculty may not lease a College-owned home for more than six years.**

Newly Hired Administrators, Staff and full-time NTT Faculty

Third priority for College-owned rental housing is given to newly hired administrators and staff. Such newly hired administrators and staff may renew their annual lease for one year and may (in the College's sole discretion) be offered the opportunity to renew for up to four additional one-year terms. Generally, **newly hired administrators and staff may not lease a College-owned home for more than six years.**

Other Administrators and Staff

College-owned rental houses that are not leased by newly hired faculty, administrators or staff may be leased by other College administrators and staff. Such administrators and staff may (in the College's sole discretion) be offered the opportunity to renew their one year lease for up to five additional one-year terms. Generally, **any such administrators and staff may not lease a College-owned home for more than six years.**

**Special Circumstances for On-Call Employees
Required to Live on or Near Campus**

Administrators and staff who, as a condition of their employment, are required to live close to campus and/or be on call 24 hours a day, 7 days a week, may be offered the opportunity to lease College-owned houses. In these cases, such Priority Tenants shall sign a one year renewable lease. The College may make special allowances in circumstances that the College deems are warranted.

Terms and Conditions

Term of Lease

Any lease shall be for a term of no more than one year, beginning June 1 and ending May 31 of the following year. Where granted by the College, renewals shall begin on June 1 and last through May 31 of the following year. Subject to approval by the Vice President

Occidental College Rental Housing Program
Policies and Procedures
(Revised May 2019)

for Finance and Planning, a short term extension of up to 3 months may be given past the termination date of a Tenant's lease. Such extension shall be deemed a month-to-month tenancy, subject to the same monthly rental and other applicable terms and conditions set forth in the original lease.

Termination of Lease

A lease agreement may be terminated by either party with 30 days' written notice. Any tenant whose employment with the College ends during the term of the Lease shall notify the Business Office as soon as possible and shall vacate the property no later than 30 days after their last date of employment. The College may make special allowances in circumstances that the College deems are warranted.

Conduct of Tenant

Tenant shall not violate any federal, state or local law or College policy in the use of the premises, nor shall Tenant permit waste or nuisance, annoy, disturb or interfere with any other tenant or neighbor. Tenant shall keep the property in a clean, safe and sanitary condition, and clear of debris and rubbish. Tenant shall comply with all applicable College rules and regulations, including any adopted during the term of the lease, provided that any such new rules and regulations do not create a material change in the terms of the Lease Agreement.

Conditions of Premises and Tenant Responsibilities

At time of move-in, the condition of the Premises shall meet or exceed the following minimum requirements:

- Interior paint shall be in satisfactory condition;
- All flooring, whether carpet, hard wood or linoleum, shall be clean;
- Any window coverings in living rooms, dining rooms and bedrooms shall be in good working order;
- Smoke detectors shall be in good working order with new batteries;
- New fire extinguishers shall be placed in convenient and accessible locations; and
- All electrical, heating and plumbing systems shall be in good working order.

Tenant shall at all times keep and maintain the premises in a clean and sanitary condition. At the time of termination of the lease, the tenant shall vacate the property in materially the same condition as at move-in, excepting normal wear and tear.

The storage of trailers, unused automobiles, refrigerators and/or other vehicles or appliances on College-owned property is prohibited. In addition, no gasoline, paint, or other flammable, corrosive, or hazardous materials shall be stored on the property.

Maintenance and Repair by the College

It is the responsibility of the College, through the Facilities Management Department, to provide maintenance and repair for the following: plumbing, electrical, heating and air

Occidental College Rental Housing Program
Policies and Procedures
(Revised May 2019)

conditioning systems, structural integrity, and fences. Requests for non-urgent maintenance should be directed to the Assistant Director for Resources in Facilities Management Department via email at workorder@oxy.edu with the following information: Name, Address, Phone Number, and a Description of the Problem. A work order will be assigned for the repairs as necessary and the Tenant will be contacted by Facilities to arrange for the repairs. Requests for urgent maintenance should be directed to Campus Safety by telephone (ext. 2599).

Tenant is responsible for any damages caused by tenant's actions or inactions. In addition, the tenant is responsible for replacing light bulbs (each unit is furnished with working light bulbs at the time the tenant takes possession, and it is the tenant's responsibility to replace them thereafter.) Tenant is responsible for insect infestations such as ants or cockroaches; however the College maintains responsibility for animal abatement, such as skunks, opossums, raccoons, rats, gophers and squirrels.

The sidewalks in the parkways are the property of the City of Los Angeles. Any repairs or maintenance needed or safety concerns should be brought to the attention of the Northeast Tree Service by the tenant. The phone number for Northeast Tree Service is (800) 996-2489.

Alterations and Improvements

All repairs and improvements to College-owned Rental Houses must be approved and coordinated by College personnel. Work is undertaken by College personnel or a licensed contractor selected by the College. A Tenant may not paint, wallpaper, add or remove electrical or plumbing fixtures, remove window coverings, install satellite dishes to the roof or make any alterations to the property without the prior written consent of the College.

Tenant may not change, replace or add any locks, security bars on windows, opening devices, and/or security codes on the Premises without the prior written consent of the College. If the College is closed, Tenant shall notify Campus Safety of the need to change locks and Campus Safety shall assist the Tenant.

If a Tenant desires an improvement to their rented property, a written request, including a description of and reason for the improvement, must be made to the College. No later than 60 days after receipt of such request, the College will review the request, determine what action, if any, may be taken and so notify the Tenant. In some cases, the College may approve the improvement as the responsibility of the Tenant. In other cases, the College may determine that the improvement is within the scope of the College's financial and rental improvement priorities or may be a health or safety issue. In this latter case, the College will make arrangements to have the improvement completed at a mutually convenient time. If improvements are deemed to be primarily for the benefit of the Tenant and neither within the scope of the College's normal priorities nor a health

Occidental College Rental Housing Program
Policies and Procedures
(Revised May 2019)

and safety issue, a Not-to-Exceed Cost Analysis will be provided to the Tenant. This Analysis describes the work requested along with price quotes. If the Tenant approves the budget in the Not-to-Exceed Analysis, the improvements shall be made by the College at Tenant's expense in accordance with the approved budget.

Possession

A Lease shall be deemed immediately terminated upon notice to the College that the Tenant has abandoned or vacated the Premises. If the College, for any reason, cannot deliver possession of the Premises to the Tenant on the commencement date specified in the Lease Agreement, the College shall not be liable to Tenant for any resulting loss or damage, including temporary housing accommodations. Tenant shall not be required to pay rent for any time when Tenant was not in possession.

Entrance and Annual Inspection

A College representative may enter the Premises (for the reasons described below) with consent of the Tenant or upon 24 hour advance notice to Tenant. The College may enter the Premises in order to repair, inspect, or maintain the Premises, or to show the Premises to prospective Tenants, or for any other reasonable business purpose. If Tenant has pets, Tenant shall (at Tenant's expense) take all such actions as are required for College's employees or contractors to safely enter the Premises, including boarding the pets, if so requested by the College. In the event of an emergency, or an incident believed in good faith by the College to be an emergency, the College may enter without prior notice or permission. In that event, College shall notify the Tenant as soon as possible of the circumstances and the entry.

Each property will be inspected annually for the purpose of identifying health and/or safety issues that may need to be addressed. The College seeks to minimize breakdowns through proactive maintenance.

The following is the procedure for the Annual Inspection:

1. A written Notice of Annual Inspection shall be mailed to all Tenants at least 30 days prior to the inspection.
2. Facilities Management will attempt to arrange a mutually convenient time for the inspection.
3. If an appointment cannot be arranged within 30 days of the Notice of Annual Inspection, Facilities Management may send a "Date of Inspection" notice to the Tenant, informing the Tenant of the specific date and time of the inspection for that unit.
4. Results of the inspection shall be reviewed by the Facilities Management Department.
5. Maintenance and Repairs shall be undertaken as necessary and according to policy.

Occidental College Rental Housing Program
Policies and Procedures
(Revised May 2019)

Fees and Deposits

Rental Housing Program fees include rent, pet fees and a security deposit.

Rent

Rental rates are based on fair market rent as determined by the College in its sole and absolute discretion. The College may adjust the rental rate once a year. Unless the College otherwise agrees in writing, rent is paid through semi-monthly payroll deductions during the time period a tenant is receiving semi-monthly payroll payments. This payroll deduction is authorized with a Payroll Deduction form, which verifies information including deduction amount, effective dates, and rental home address. If an employee moves into their home before they begin to receive payroll payments, monthly rent will need to be paid by check in advance of moving in. First month's rent and security deposit are due prior to the actual move in date even in those instances when an employee has not yet begun receiving a paycheck from the college.

Any rents that are not paid via payroll deduction may be delivered in person to the Business Office, or may be mailed through campus mail or the U.S. Postal Service to: Occidental College, 1600 Campus Road, M-20, Los Angeles, CA 90041. Payments are due in full on the first of each month. Payments by mail should be sent five days before the first of each month to allow sufficient time for delivery.

Rental fees are “past due” and subject to a \$35 late charge if not received by the close of business on the 6th calendar day of the month for which payment is due.

Pet Fees

Tenants wishing to keep a pet on the Premises must pay a monthly pet fee of \$25.00 (see Pet Policy for information about permitted pets, numbers of pets and pet behavior). The College reserves the right to impose a pet fee if, in its sole discretion, there is reasonable evidence that Tenant is keeping a pet. Any pet fee will be included as part of the regular payroll deduction.

Security Deposit

The executed lease must be accompanied by a security deposit in the amount of one full month's rent. The deposit shall be held in a separate account, and shall not be used as revenue. The deposit amount shall be returned to the Tenant at the end of the Lease term in accordance with the provisions of the Lease Agreement. In the case of damage in excess of normal wear and tear caused by the Tenant, any pets or guests, the College may use these funds to make any reasonable repairs to the premises, or to clean premises upon termination of tenancy. The deposit may also be used in the event of any other breach of the agreement by Tenant.

Occidental College Rental Housing Program
Policies and Procedures
(Revised May 2019)

Rules and Information

It is the College's intention to be fair and consistent in administering the Rental Housing Program; likewise all Tenants are expected to comply with the College's rules and standards currently in existence or as may be established in the future.

Occupancy

Maximum occupancy of a Rental House is directly related to the number of bedrooms. A room that is not designated as a bedroom in the housing description may not be converted into a sleeping area or used as a bedroom. Unless the College otherwise agrees in writing, each bedroom shall be occupied by no more than 2 adults or 3 children.

Tenant shall use the Premises for residential purposes only. Tenant shall not assign his or her Lease or sublet the premises, or any portion thereof, without written approval from the College. Any proposed sub-tenants shall be subject to a background check. Tenants may host guests within occupancy restrictions but such guests may not stay for more than three weeks without prior written approval from the College.

Pet Policy

No animal shall be kept in or on the premises unless identified in the Lease Agreement. The Tenant shall promptly notify the College of any changes in the number or type of pets identified in the Lease. (Pet fees are discussed in the "Fees and Deposits" section, above.) There shall be no more than two pets per housing unit. Aquariums and terrariums up to fifteen (15) gallons are permitted and count as one (1) pet. The College may limit the number of pets to less than two for particular units, if, at the sole discretion of the College, a particular unit is not suitable for two pets. The College also reserves the right in its sole discretion to prohibit pets altogether if a Rental House is not suitable for pets. Venomous snakes and other poisonous or dangerous reptiles or other animals are expressly prohibited.

Utilities

Tenant shall pay all utility charges incurred during the term of the Lease with the exception of reasonable water use charges. Tenant shall reimburse College for the cost of any excess water use. In addition, Tenant shall abide by all state and local regulations regarding water use, including those enacted during the term of the Lease Agreement. Tenant is solely responsible for any fines incurred as a result of their violation of any such regulation.

In the time periods between occupancy by Tenants for any given Rental House, the College shall maintain the utilities under the name of the College. Prior to a Tenant occupying the rental home, the College shall request utility companies to disconnect

Occidental College Rental Housing Program
Policies and Procedures
(Revised May 2019)

utility service. It is the Tenant's responsibility to contact the utility companies and have utilities reconnected. It is also the Tenant's responsibility to transfer telephone, gas and electricity into his/her name, and to assure that billings for these services be mailed to the Tenant at the address of the Rental House. All charges associated with reconnecting utilities shall be the responsibility of the Tenant.

The utility company reference numbers are as follows:

AT&T	(800) 310-2355
The Gas Company	(800) 427-2200
Department of Water and Power	(800) 342-5397 In-state
(trash and electric)	(213)-342-5397 Out-of-state

Keys

At the time of move-in, keys may be picked up at the Facilities Management Department during normal business hours (8:00 a.m. – 5:00 p.m.) or at Campus Safety after 5:00 p.m., if arrangements to do so have been previously made. Two keys are issued for each property. If the premises are secured by gates with padlocks or additional access locks, the front door key will be a universal key for any such locks. Tenant may purchase additional copies of any keys from Facilities. Tenant shall immediately inform Facilities if keys are lost so that replacement locks and keys can be issued (at Tenant's expense). Upon termination of the tenancy, all keys must be returned to Facilities by 5:00 p.m. on the final day of the Lease term. Tenant may be charged a re-key fee if keys are not returned on time.

Furniture

No waterbeds or liquid-filled furniture shall be kept or allowed in College rental homes.

No Smoking or Vaping

Smoking and/or vaping are not permitted inside College-owned rental homes.

Home Security Systems

Safety and security are always issues when living in a large metropolitan area. LAPD Officers frequently patrol the neighborhood surrounding the College, as do College Campus Safety Officers. In addition to these safety measures, home security systems have been installed in the College's rental houses. The system, when armed by the Tenant, is designed to go into alarm mode when violated by an intruder. The alarm will sound at the residence and send a message to Campus Safety Officers on their pagers (wirelessly, effective fall 2015).

Tenant is expected to use the security alarm system at all times. The Home Security System Information pamphlet contains detailed instructions on the use of the alarm, including how to arm and disarm the system and test it, as well as a description of the

Occidental College Rental Housing Program
Policies and Procedures
(Revised May 2019)

controls and display messages. Questions about the home security system should be directed to Campus Safety at (323) 259-2599.

Security systems are intended as a means of deterrence and protection. However, they do not always work and do not guarantee the safety of occupants or their property. The College does not, by the installation of such a system, assume liability or responsibility to the Tenant or the Tenant's family or guests for any personal injury or loss of property.

Landscaping

The College employs a Contractor to perform landscaping maintenance services in the front and back yard of the property at the College's expense. The Tenant is responsible for appropriately watering the grounds via automatic sprinkler system or hand watering. Tenant must abide by all state and local restrictions with regards to watering.

Street Parking

At present, the city of Eagle Rock does not prohibit overnight street parking, however this is subject to change. Tenants and/or guests of Tenants who park on the street must adhere to all parking regulations, including parking signs posted in the area concerning trash pick-up and street cleaning. Tenant is solely responsible for any citations or other parking penalties.

Lead-Based Paint

Prior to occupancy, Tenant will receive a copy of the EPA booklet "Protect Your Family From Lead In Your Home." The College will notify the Tenant of all known lead-based paint hazards on the Property and the Tenant will sign the "Occidental College Rental Housing Disclosure Form for Information on Lead-Based Paint."

Insurance and Legal Issues

Insurance

As a material part of the consideration to be rendered to the College, Tenant shall waive all claims against Occidental College for personal damages to personal property in, upon, or about the premises and for injuries to persons in, upon, or about the premises, from any cause whatsoever arising at any time. Tenant shall indemnify and hold Occidental College harmless from any liability, loss, cost and obligations on account of any damage or injury to any person, arising in any manner from the use or occupancy of the premises by the Tenant or the Tenant's guests. Tenant acknowledges and agrees that the College does not maintain any insurance policy that protects Tenant from any loss or liability arising out of this rental agreement. Tenant is expected to procure renter's insurance.

Occidental College Rental Housing Program
Policies and Procedures
(Revised May 2019)

Legal Issues

In any legal action between the College and the Tenant arising out of the Lease Agreement or any resulting transaction, the prevailing party shall be entitled to reasonable attorney's fees and costs.

No Waiver

The waiver by the College of any term, covenant or condition herein shall not be deemed a waiver of any subsequent breach of a term, covenant or condition herein.

Forms and Contacts

Notices

Unless the Tenant requests otherwise in writing, all notices from the College shall be delivered via email to the address provided by Tenant in the Lease. All notices from the Tenant shall be sent email to the Business Office at myhome@oxy.edu.

- Notice of Termination – The Tenant shall give 30 days' written notice of his/her intention to terminate the Lease. This procedure shall be followed in the case of the Tenant leaving the employment of the College unless otherwise agree to in writing. The College shall give 30 days' written notice of termination to the Tenant.
- Notice of Annual Inspection – The College shall give 30 days' written notice to the Tenant of the Annual Inspection. The notice shall contain information regarding appointments and procedures for the inspection.
- Date of Inspection Notice – In the event that the Facilities Management Department is unable to arrange with the Tenant a mutually convenient appointment time for the Annual Inspection within 30 days of the date of the Notice of Annual Inspection, Facilities Management shall send a Date of Inspection Notice specifying the date and time of the Tenant's inspection. The Tenant is responsible for ensuring that any pets do not interfere with the inspection.

Waitlist

The College maintains a waitlist for employees who are eligible and interested in participating in the rental housing program. To get onto the waitlist, send your name, dept, contact info, and housing needs to myhome@oxy.edu. If you have any questions, please contact the Office Manager in the Business Office at ext. 2660.

Occidental College Rental Housing Program
Policies and Procedures
(Revised May 2019)

Lease Packet

Tenants shall receive a Lease Packet prior to the start of each Lease term. This packet is designed to supplement this manual and answer questions about the College's Rental Housing Program. The Lease Packet includes the following:

1. Two copies of the Lease Agreement – The first is to be signed by Tenant(s) and returned to the Business Office prior to the Lease start date. The second is to be retained by the Tenant(s) for their records.
2. Two copies of the Payroll Deduction Form – The first is to be signed by Tenant(s) and returned to the Business Office prior to the Lease start date. The second is to be retained by the Tenant(s) for their records.
3. Lead-Based Paint Disclosure Form and Pamphlet – New Tenants and Tenants who have relocated within the Rental Housing Program, shall receive this form and information pamphlet. The Form is to be initialed and signed, then returned to the Business Office prior to the Lease start date.
4. Safety For Tenants Booklet
5. Frequently Asked Questions Pamphlet
6. Home Security System Information
7. Quick Reference Guide

Campus Contacts

Questions regarding the Rental Housing Program or individual units should be directed to the Office Manager in the Business Office (ext. 2660) or myhome@oxy.edu.

Requests for *non-urgent* maintenance (or questions about maintenance or utilities) should be directed to the Assistant Director for Resources in Facilities Management Department via email at workorder@oxy.edu with the following information: Name, Address, Phone Number, and a Description of the Problem. A work order will be assigned for the repairs as necessary and the Tenant will be contacted by Facilities to arrange for the repairs.

Requests for *urgent* maintenance should be directed to Campus Safety by telephone (ext. 2599).

Occidental College Rental Housing Program
Policies and Procedures
(Revised May 2019)

Safety concerns and questions should be directed to Campus Safety, (ext. 2599). In an emergency, the Tenant should first call 911.