Occidental College
Rental Housing Program
Policies and Procedures
April 2014

The Program

The primary objective in the Occidental College Rental Housing Program is to provide well maintained rental housing at reasonable market rents for new faculty hired into tenure-track positions. To the extent housing units are not needed for new faculty, such units may be rented to administrators and staff.

A. Rent Structure – Rents will be established based on fair market rents in Los Angeles County as determined by third party appraisals.

B. Lease Agreements – A one-year Lease agreement renewable on June 1st each year will be utilized for all new faculty. Leases for all non-faculty tenants will be made through May 31st and will be reviewed each year to see if there is a possibility for renewal.

C. Priority for Tenant placement will be given to new tenure-track faculty hired for each school year.

Administrative Responsibility for Program

The Vice President for Finance and Planning is responsible to oversee the Program.

Although the Office of the Vice President for Academic Affairs/Dean of the College assists new faculty members in becoming Tenants in the Rental Housing Program, all agreements and contracts will be prepared and managed through the College’s Business Office. A lease will not be deemed in effect until it is executed by either the Vice President for Finance and Planning or the Controller and the tenant.

The College’s Facilities Management Department is responsible for major maintenance and repair work. This work is accomplished by the College either via the in-house Facilities’ work force or by contract.
One-Time Eligibility Period for New Faculty in College-Owned Houses

Priority for Oxy-owned rental housing is given to newly hired, tenure-track faculty when they arrive. Such new faculty members may continue to renew the annual lease on their rental house through the first full year of tenure. Should the new faculty member leave the employ of the College prior to being awarded tenure, the lease is subject to termination by the College upon 30 days written notice. A new faculty member is eligible only once for Oxy-owned rental housing. Should a faculty renter leave the Rental Housing Program prior to the completion of the fourth full year of tenure, such new faculty member will no longer be eligible for Oxy-owned rental housing. To the extent Oxy-owned rental houses are not needed for newly hired tenure-track faculty, such houses will be available to non-faculty under a one-year rental agreement.

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

In some instances, Oxy-owned houses are provided for an employee who as a condition of their employment is required to live near the campus and be on call 24 hours a day, 7 days a week. In these cases, the Tenant shall sign an annual renewable Lease, agreeing to the terms therein, including but not limited to paying a security deposit, paying for utilities and changeover fees, and maintaining renters’ insurance. The College reserves the right to make special allowances in unique circumstances.

Terms and Conditions

The Lease Agreement for new faculty shall be for a period of up to one year, with a yearly renewal occurring effective June 1 each year. Renewal Leases will be issued unless proper notice for termination has been given by either the Tenant or the College. Subject to approval by the VP for Administration, a temporary extension of up to 3 months may be granted after the normal expiration of the term of a Lease. Such extension will be deemed a tenancy from month-to-month, at a monthly rental specified in the expiring Lease Agreement and will otherwise be on the terms and conditions specified in the expiring Lease so far as applicable. In any event, if an extension is granted, the Tenant will sign a new month-to-month Agreement with the extension period specified therein.

Termination of a Lease

A Lease Agreement may be terminated by either party after service upon the other of an advance, written 30 day notice of termination of tenancy. If Tenant leaves the College’s employment, including retirement, during the term of the Lease, Tenant will notify the
Business Office and will vacate the property no later than 30 days after a notice to quit is served.

**Conduct**

Tenant will not violate any governmental law in the use of the premises, permit waste or nuisance, annoy, disturb or interfere with any other Tenant or neighbor. Tenant will keep the dwelling unit in a clean, safe and sanitary condition, and keep the same clear of debris, rubbish, and unsightly materials. Tenant will comply with all reasonable College rules and regulations, which are applicable to all Tenants and are in existence at the time of execution of the Lease Agreement. Tenant will also comply with any such rules and regulations newly adopted by the College as long as they do not create a substantial change in the provisions of the Lease Agreement.

**Conditions of Premises and Tenant Responsibilities**

At time of move-in, the condition of the Premises will be within the following standard:

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

Tenant will keep and maintain the premises in a clean and sanitary condition at all times. At the time of termination of the lease, the Tenant will turn over the house in the same condition as at time move in with the exception of 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, gasoline, paint, or other flammable materials may not be stored on the Premises.

**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 conditioning systems, structural integrity, and fences. In order to request normal maintenance, the Tenant should call or e-mail the Facilities Management Department 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.
The Tenant will be responsible for any damages occurring during tenancy which are not the result of natural disasters or neglect on the part of the College. Replacing light bulbs is not the responsibility of the College. 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. Insect infestations such as ants or cockroaches are the responsibility of the Tenant. The College will be responsible for animal abatement – skunks, opossums, raccoons, rats, gophers and squirrels.

The sidewalks and trees 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 (213) 485-5675 or (800) 996-2489.

Alterations and Improvements

All repairs and improvements to College-owned Rental Houses must be performed by College personnel or a licensed contractor approved by the College. Larger repairs and improvements such as new landscaping, new carpet/blinds/interior painting, air conditioning units, fireplace repairs and structural repairs are attended to between tenants. 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. Further, a Tenant may not change 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. In the event that such actions are approved by the College and then implemented by the Tenant, the Tenant will provide the College with keys, opening devices, and/or codes within forty-eight (48) hours of any such change or addition.

If a Tenant desires an alteration to his or her Rental House, a written request, including a description of and reason for the alteration, must be made to the College. No later than 30 days after receipt of such request for alteration, 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 alteration as the responsibility of the Tenant. In other cases, the College may determine that the alteration 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 alteration completed at a time convenient to the Tenant. If alterations are deemed to be for the benefit of the Tenant and not within the scope of the College’s normal priorities nor a health nor safety issue, a Not-to-Exceed Cost Analysis will be provided to the Tenant. This Analysis is in the form of a letter which describes the work required along with price quotes for the requested alteration thereby giving the Tenant the opportunity to have the alterations done by the College at his or her own expense at a cost not to exceed the amount stated in the Analysis.
Possession

If a Tenant abandons or vacates the Premises, the College may terminate the Lease and regain lawful possession. 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 is not liable to Tenant for any resulting loss or damage, including temporary housing accommodations. There will be, however, a proportionate reduction of the rent through the date of actual possession.

Entrance and Annual Review

A College representative may enter the Premises with consent of the Tenant or upon prior reasonable notice to Tenant. For these purposes, prior reasonable notice shall be deemed 24-hour advance written, email or verbal notice. The College reserves the right to enter the Premises in order to repair, inspect, or maintain the Premises, or to show the Premises to prospective renters, or for any other reasonable business purpose. If Lessee has pets, Lessee shall, at their own expense, take all such actions as required to permit Lessor to safely enter the Premises, including boarding the pets, if so requested by Lessor. In the event of an emergency, or in the case of an event believed by the College, in good faith to be an emergency, the College may enter without prior notice or permission.

A review of the Property will be done each year. This Annual Review is for the purpose of identifying health and/or safety issues which may need to be addressed. The College's objective is to minimize breakdowns and preclude the need for corrective and emergency maintenance and repairs.

The following is the procedure for the Annual Review:
1. A written Notice of Annual Review will be mailed to all Tenants at least 30 days prior to the review.
2. Facilities Management will attempt to coordinate an agreeable time for review with the Tenant.
3. If an appointment cannot be arranged within a reasonable time (30 days from mailing of the Notice of Annual Review shall be deemed reasonable time), Facilities Management reserves the right to send a “Date of Review” notice to the Tenant, informing the Tenant of the specific date and time of “walk through” for that unit.
4. Results of walk through will be reviewed by the Facilities Management Department.
5. Maintenance and Repairs will be implemented as necessary according to policy.
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 reserves the right to adjust the rental rate yearly. Rent will be paid through semi-monthly payroll deductions. This payroll deduction is authorized with a Payroll Deduction form, which verifies information including deduction amount, effective dates, and rental home address.

All other rents, which are not 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. Payments are due in full the first of each month. Payments sent through the mail should be forwarded with ample time allowance in order to be received by the first of each month.

Rental fees will be considered “past due” and subject to penalty charges if not received by the close of business on the 10th calendar day of the month for which payment is due. Penalty charges will be assessed at the rate of 5% of the unpaid balance due at the close of business on the 10th calendar day of the month.

Pet Fees

Tenants will pay a monthly pet fee of $25.00. The pet fee will be included as part of the regular payroll deduction. The College reserves the right to impose the pet fee if, in its sole discretion, there is reasonable evidence that a Tenant is keeping a pet.

Security Deposit

In order to execute the Lease Agreement, a security deposit in the amount of one full month’s rent, must be given for faithful performance of the Lease. The deposit will be held in a separate account, and will not be used as revenue. The sum of the deposit will 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 or their guests, the College may reasonably use these funds in order to make any necessary repairs to the premises, or to clean premises upon termination of tenancy. The deposit may also be resorted to in the event of any other breach of the agreement by Tenant.
Rules and Information

The College desires to be fair and consistent in administering the Rental Housing Program and all Tenants are expected to comply with rules and standards established by the College. Further, the College reserves the right to amend the rules and standards as it deems appropriate. The current rules and standards are as follows:

Occupancy

Maximum occupancy of a Rental House is directly related to the number of bedrooms. No room, which is not designated as a bedroom in the housing description, shall be converted into a sleeping area or used as a bedroom. In general, each bedroom shall be occupied by no more than 2 adults or 3 children.

Tenant shall use the premises for residential purposes only, and shall not assign his or her Lease or sublet the premises or any part thereof, without written approval from the College. Guests staying over 3 weeks without prior written approval from the College shall be considered a breach of the Agreement, and Tenant shall be subject to an immediate Notice of Default.

Pet Policy

No animal shall be kept in or on the premises, unless noted in the Lease Agreement. If the number of pets increases beyond what is stated in a current Lease Agreement, the Tenant is responsible to notify the College within 7 days of attaining additional pets. Tenants shall pay a monthly Pet Fee of $25.00 for pets kept in or on the premises. The College reserves the right to implement the Pet Fee if, in the College’s sole discretion, there is reasonable evidence that the Tenant is keeping a pet. There shall be no more than 2 adult dogs and/or cats per housing unit. The College reserves the right to limit the number of dogs and/or cats to less than 2 for particular units, if, in the sole discretion of the College a particular unit is not suitable for 2 pets. The College also reserves the right in its sole discretion not to allow pets in a Rental House not suitable for pets.

Utilities

Tenant shall pay all utility charges incurred during the term of the Lease with the exception of water. In order to protect the existing landscaping, the College shall pay for water. In the event of excessive water usage by Tenant, the College reserves the right, in its sole discretion, to pass all or part of the water bill to Tenant.

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 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
  - (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 an arrangement to do so has previously been made. Two keys will be issued for each property. If the premises contains gates with padlocks or additional access locks, the front door key will be universal key for any such locks. If the Tenant requires keys additional to those which are issued, a request must be made to Facilities. In the event of lost keys, the Tenant must inform Facilities so that replacement locks and keys can be issued. There is a fee for replacement locks/keys and additional keys. Upon termination of tenancy, all keys shall be returned to Facilities by 5:00 p.m. on the final day of the Lease term.

**Furniture**

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

**Security**

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, provided there is an active telephone line, send a message to Campus Safety Officers on their pagers.

It is the Tenant’s responsibility to test the Security Alarm at least two times per year. The Home Security System Information pamphlet contains complete detailed instructions on the use of the alarm, including how to test it, a description of the controls, examples of display messages, arming the system, and disarming the system. If there are any problems or questions relating to the home security system, Campus Safety, may be reached at (323) 259-2599.

Security systems are intended as a means of deterrence and protection. They do not always work. The College does not, by the installation of such a system, assume liability
or responsibility to the tenant or the tenant’s family for any loss or injury sustained as a result of third party conduct.

**Landscaping**

The College employs a Contractor in order to maintain the landscaping for each property, within the scope of the Lease. The Tenant shall not hire or make any other arrangements with another party for the care and maintenance of the areas defined within the scope of the Lease. The Tenant is responsible to water the grounds consistently, via automatic sprinkler system or hand watering, so as to keep the lawn and shrubbery in a healthy condition.

**Street Parking**

At present, the city of Eagle Rock does not maintain a “no overnight parking” ordinance. Tenants and/or guests of Tenants who park on the street must adhere to the parking signs posted in the area for specifications regarding trash pick-up and street cleaning. In any event, Tenant shall adhere to all applicable parking ordinances.

**Lead-Based Paint**

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

**Insurance and Legal Issues**

Circumstances involving insurance or legal issues can be complicated. It is the desire of the College to prevent any misconceptions or misunderstandings regarding these complex issues. It is the responsibility of the Tenant to adhere to the stipulations set forth in the Lease Agreement and the Policies and Procedures Manual regarding these 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 hold Occidental College exempt 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. Tenant acknowledges and agrees that the College does not maintain any insurance policy.
that protects Tenant from any loss or liability arising out this rental agreement. Tenant is strongly encouraged to procure renter’s insurance.

Legal Issues

In any action, proceeding or arbitration 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.

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 Contracts

The purpose of this Policies and Procedures document is to be an informative tool for those involved in the Rental Housing Program. One of the goals of the Program is to be consistent and equitable. In order to reach this goal, the College has established certain forms and procedures to be used in actions concerning the Rental Housing Program. In addition to the informative Housing Packet that each Tenant receives upon occupancy, this manual provides names and departments to be contacted for various reasons.

Notices

All notices from the College shall be in writing and delivered via campus mail to the Tenants campus address or via the U.S. Postal Service to the Tenants rental unit address, whether the Tenant still occupies, or has departed from, abandoned or vacated the Property, unless Tenant has given a different address in writing for this purpose. All notices from the Tenant shall be sent to the Business Office Coons Ground Floor. Notices may include, but are not limited to the following:

- Notice of Termination – The Tenant shall give 30 days written notice if it is his/her intention to terminate the Lease. This procedure shall be followed in the case of the Tenant leaving the employment of the College. The College shall notify the Tenant with 30 days written notice if it is the intention of the College to terminate the Lease.
- Notice of Annual Review – The College shall send written notice to the Tenant announcing the upcoming Annual Review within 30 days of the expected date of review. The notice shall contain information regarding appointments and procedures for the review.
- Date of Review Notice – In the case that the Facilities Management Department cannot arrange an appointment time for the Annual Review with the Tenant within a reasonable amount of time (30 days from mailing of the Notice of Annual Review shall be deemed reasonable time), Facilities Management shall send a Date of Review Notice specifying the date and time of the Tenant’s review. The Tenant is responsible to ensure that any pets will not be a danger or hindrance to those reviewing the unit.
Lease Packet

Tenants shall receive a Lease Packet prior to the start of each Lease term. This packet is designed to answer questions and familiarize new Tenants with the program. In addition, this packet is meant to be a resource to the Tenant throughout the Lease term. The Lease Packet shall include 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 – Both copies are to be completed and signed by the employee. Both copies are to be turned in with the Lease Agreement. The employee shall receive a copy after the Payroll Deduction Form has been processed.

   -OR-

Tenants who have made the necessary arrangements to pay rent other than through a payroll deduction, will receive an instructional letter regarding their payments, instead of Payroll Deduction Forms.

3. Lead-Based Paint Disclosure Form and Pamphlet (if applicable) – 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 first be directed to the Office Manager in the Business Office (ext. 2660).

Maintenance and Utility questions can be directed to the Assistant Director for Resources in Facilities Management (ext. 2538).
Safety concerns and questions can be directed to Campus Safety, (ext. 2599). In an emergency, the Tenant should call 911.