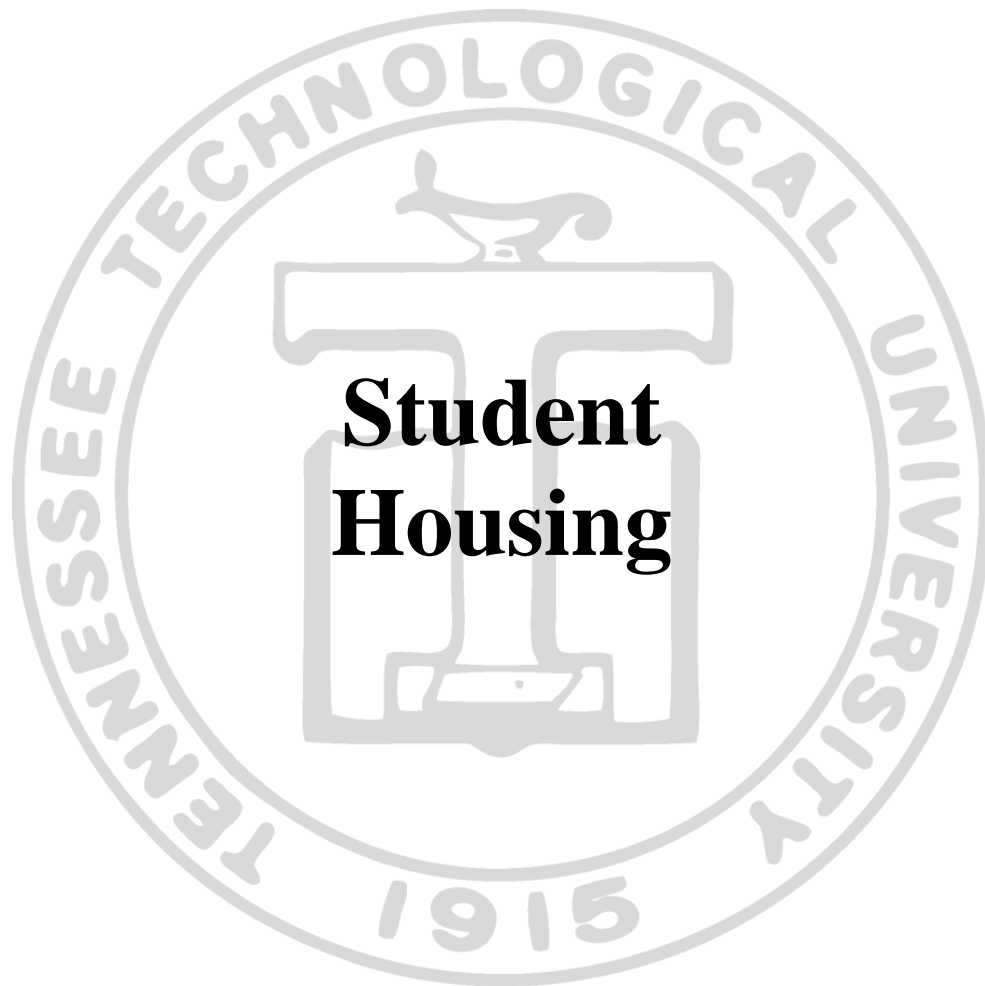


Tennessee Technological University
Policy No. 305



Effective Date: July 1, 2017

Policy No.: 305

Policy Name: Student Housing

I. Purpose

The purpose of this policy is to provide residential students with expectations and direction regarding student housing.

II. Review

This policy will be reviewed every year or whenever circumstances require review, whichever is earlier, by the Director of Residential Life, with recommendations for revision presented to the Administrative Council, University Assembly, and the Board of Trustees.

III. Definitions

- A.** Occupant – Spouses, children, immediate family members, and/or other persons residing with a Student Resident in a Student Residence Facility/unit.
- B.** Reservation Deposit – A payment required by Tennessee Tech to secure accommodation within a Residence Facility/Unit prior to taking occupancy of a particular room, bed, or unit and is applied to the housing fee.
- C.** Student Residence Facility/Unit – Any residence hall, dormitory building, apartment, or other facility owned or operated by Tennessee Tech and located on Tennessee Tech’s main campus.
- D.** Student Housing Agreement – The contract document setting forth the terms and conditions contained in a Tennessee Tech application for housing and in this policy.
- E.** Guest/Visitor – Any person invited by a Student Resident/Occupant or Tennessee Tech to visit in a residence facility.

IV. Policy

A. Eligibility

- 1.** All Student Residence Facilities/Units shall be limited to occupancy by Tennessee Tech students and Office of Residential Life staff, unless otherwise designated by the Director of Residential Life.
 - a.** Student Residents must be full-time students in order to reside in Tennessee Tech housing unless the Director of Residential Life waives this requirement for a student.

8. Pursuant to TTU Policy 360 (Immunizations for New Full-Time Students), all new incoming students who are under twenty-two (22) years of age and are living in on-campus housing are required to produce proof of adequate immunization against meningococcal disease (meningitis). Students who fail to provide adequate documentation in advance of move-in will not be allowed to take up residence in Student Residence Facilities/Units.

B. Student Housing Agreement and Terms

1. A student who submits a housing application and accepts housing is obligated to fulfill the terms and conditions of the agreement and this policy for the duration of the agreement. A fall semester-only agreement can be renewed for the following spring semester.
2. Tennessee Tech accepts student applications for housing beginning in the fall through the summer preceding the academic year for which the housing is sought. Specific details and dates may be found in the Housing Assignments Process and Procedures.
 - a. Housing is assigned on a first-come, first-serve basis, using the date on which Tennessee Tech received a completed application.
 - b. A Reservation Deposit is due at the time of application, which is applied to the housing fee. Additional information may be found in the Housing Assignments Process and Procedures.
3. All Student Housing Agreements are limited to a maximum term of one (1) academic year for halls and one (1) calendar year for apartments, but may be renewable for additional terms at the discretion of the Director of Residential Life.
4. Assignment to or occupancy of a residence hall does not include vacation periods but will begin and end on the dates of the semester(s) as indicated in the Tennessee Tech calendar indicating established hall opening and closing dates. Limited student housing may be available at an additional cost between semesters or summer terms and must be approved by the Director of Residential Life.
5. The term of the Student Housing Agreement for an apartment unit may be for the fall or spring semester and/or summer term/period, or all of a calendar year, including all break periods within the term.

- 6.** The terms of the Student Housing Agreement are not modified in any way by the verbal or written comments of a Tennessee Tech student or employee not authorized to modify the Student Housing Agreement.
- 7.** Tennessee Tech's acceptance of a student's housing application and agreement does not guarantee assignment to a particular type of accommodation.
- 8.** Tennessee Tech's acceptance of a student's housing application and agreement is not evidence of admission to Tennessee Tech.
- 9.** Student Residence Facility/Unit assignment is contingent upon final admission to Tennessee Tech.
- 10.** The Student Housing Agreement is not valid unless the student has paid the applicable Reservation Deposit or this requirement is waived by the Director of Residential Life.
- 11.** The balance of the initial semester's payment and payment of subsequent semesters for a Student Housing Agreement is payable at registration for classes. Such payment shall be a condition precedent to the student being an enrolled student for the semester.
- 12.** The housing fee shall be established by Tennessee Tech prior to the beginning of any academic term, and may be subject to increase by Tennessee Tech for a subsequent academic term.
- 13.** In the event any Resident of a multiple occupancy residence hall unit ceases to reside in the unit for any reason, Tennessee Tech shall have the right to reassign the remaining Residents to other Student Residence Facilities/Units on campus. When available, and at the student's request, a multiple occupancy student residence unit may be occupied individually at a higher rental rate for a particular semester.
- 14.** In the event any student or other Occupant of a Student Residence Facility/Unit fails to comply with any terms or conditions of the Student Housing Agreement, including the timely payment of the housing fee, or with any rule, regulations, or policy, Tennessee Tech may declare the Student Housing Agreement terminated, and may enter and take possession of the premises after it has given notice to the student or other Occupant to vacate the premises within twenty-four (24) hours of the notice.
- 15.** Any student or other Occupant of a Student Residence Facility/Unit who fails to make timely payment of all rental due or for any and all damages caused to the premises shall be liable to Tennessee Tech for all expenses, including

collection costs and reasonable attorney's fees, incurred by Tennessee Tech in the enforcement or collection of the obligation involved.

- 16.** Students must occupy the Student Residence Facility/Unit assigned by the Office of Residential Life during the time period specified by the Student Housing Agreement. Any change in assignment must be approved by the Office of Residential Life.
- 17.** No student shall assign the Student Housing Agreement of any Student Residence Facility/Unit or sublet the unit, and any attempted assignment or sublease shall be void, unless the student has obtained written consent of the Office of Residential Life.
- 18.** Tennessee Tech may, in its sole discretion, make all housing assignments and any housing assignment changes deemed necessary.
- 19.** Tennessee Tech reserves the right to refuse an application for Student Residence Facility/Unit.
- 20.** Tennessee Tech shall not be liable for any damages or injuries to any student or Occupant of Student Residence Facilities/Units, or to guests or invitees of such Residents or Occupants, resulting from any act or failure to act by the student or Occupant or Guest or Invitee or any accident occurring in or about the facility, except as authorized by and allowed pursuant to T.C.A. § 9-8-301 et seq. Each student or Occupant who resides or occupies any Student Residence Facility/Unit agrees to indemnify and hold Tennessee Tech harmless from and against all claims, damages, or causes of action whatsoever, asserted by any person arising out of or in any way connected with the use of the premises by the student, the Occupant, or the guest or invitee of the student or the Occupant.

C. Reservation, Deposit, Cancellation, and Refund Policies

- 1. Student Residence Facility/Unit**
 - a.** Any Student Housing Agreement shall terminate at Tennessee Tech's discretion in the event of any of the following:
 - i.** The premises or the Student Residence Facility/Unit is destroyed or, in the opinion of Tennessee Tech, unsuitable for occupancy for any reason;
 - ii.** The Student Resident ceases to remain a student in good standing during any regular term within the period of the Student Housing Agreement;

- a) Personal medical reasons confirmed by in writing by a licensed medical practitioner; or
 - b) For special circumstance, other than disciplinary reasons, approved by Tennessee Tech.
- ii. Full refund will be made in case of death.
 - iii. Refunds resulting from withdrawals from Tennessee Tech for reasons other than disciplinary or those described in the preceding section will be made consistent with Tennessee Tech's policy or practice relating to refunds of student fees.

D. Conduct and Disciplinary Sanctions

1. Student misconduct related to residence hall or student apartment life that is subject to disciplinary sanction shall include, but not be limited to, any misconduct described by TTU Policy 302 (Student Conduct).
2. Residents are required to abide by all Resident Regulations and Responsibilities included in Tennessee Tech policies and posted on the Residential Life website. Failure to comply with any rule, regulation, or policy may subject the resident to disciplinary action under TTU Policy 302. Examples of prohibited conduct include but are not limited to:
 - a. Tampering with security devices, fire safety fighting equipment, smoke detectors, and/or fire alarms.
 - b. The use and/or possession of alcoholic beverages in all Student Residence Facilities/Units.
 - c. The unlawful use and/or possession of drugs and/or drug paraphernalia in all Student Residence Facilities/Units.
 - d. Use of tobacco products or electronic nicotine delivery systems (e.g. e-cigarettes). Smoking is only permitted in private vehicles.
3. Student Residents and Occupants shall comply with Tennessee Tech's student housing policies at all times. Student Residents and Occupants shall be responsible for compliance with same by their invited guests.
4. All students and Occupants are expected to respect the personal and property rights of all other persons and of Tennessee Tech.

5. Tennessee Tech officials and agents may enter a Student Residence Facility/Unit at all reasonable times to examine and inspect the facility/unit for maintenance, health, safety, emergency purposes, or to render service and/or repairs to any unit. Any Student Residence Facility/Unit may be searched with the consent of the Student Resident or any other Occupant of the unit. All entries/searches, other than those described above, shall be conducted in accordance with federal and state law.
6. Upon a determination that a student or Occupant or guest/invitee has violated any applicable rules, regulations, or policies, the disciplinary sanctions listed in TTU Policy 302, which is incorporated herein by reference, may be imposed, either singly or in combination, by the appropriate Tennessee Tech officials.
7. Disciplinary action against a student for violating any applicable rule, regulation, or policy related to student conduct shall be conducted in accordance with the procedures described in TTU Policy 302, which is incorporated herein by reference.
8. Tennessee Tech reserves the right to move a Student Resident when it is in the best interest of the student, other residents on the floor, or Tennessee Tech.

E. Resident Responsibility

1. All Student Residence Facilities/Units shall be used by students as private residences only.
2. Spouses, children, dependents, and/or other persons residing with the Student Resident must be identified on the Student Housing Agreement document or in writing to the Assignment Office.
3. All personal property of residents or Occupants on the premises shall be at the risk of the residents or Occupants. Tennessee Tech shall not be liable for any damages to or theft of personal property of students or occupants in the Student's Residential Facility/Unit or on its grounds prior to, during, or subsequent to the period of the Student Housing Agreement. Any abandoned property collected by Tennessee Tech will be disposed of in accordance with Tennessee Tech policy or state regulations.
4. All Student Residents or Occupants who occupy any Student Residence Facility/Unit shall maintain the unit in the same condition and repair as accepted at the commencement of the period of occupancy, and, upon termination of such occupancy, shall surrender the premises in the same condition and repair, ordinary wear and tear excepted. No Student Residents or Occupants may make any alterations, additions, or improvements to a

Student Residence Facility/Unit without the written consent of the Office of Residential Life.

5. Students and/or Occupants will be responsible for any and all damages. Charges will be divided evenly between roommates if the responsible party cannot be identified.
6. Failure to check out of the Student Residence Facility/Unit including failure to sign the room inventory sheet may result in a charge to the student's account and/or a hold on the student's academic records account. Additional information may be found in the Guide for Successful Living - Section Six - Your Room.
7. Students in Student Residence Facilities may be assessed on a pro-rata basis for damages in public areas or other common areas within or around the facility in which they reside, either by floor or area or by the entire facility, following a review by the Director of Residential Life or other appropriate Tennessee Tech official. Students will be notified in advance of this mass assessment.

F. Appeals

1. A student who wants to appeal a decision related to housing, except a disciplinary matter, may file a written appeal within in five (5) business days of the decision. Such appeals must be filed with the Director of Residential Life.
2. Within ten (10) business days of the receipt of all information related to the appeal, the Director of Residential Life will notify the student of the decision in writing.
3. The Director of Residential Life's decision is final.

V. Complaints

Students may file complaints related to Student Residential housing by contacting [Residential Life](#) or by completing the [Student Complaint Form](#).

VI. Interpretation

The Vice President for Student Affairs or his/her designee has the final authority to interpret the terms of this policy.

VII. Citation of Authority for Policy

T.C.A. § 49-8-203(a)(1)(D)

Approved by:

Administrative Council: April 5, 2017

University Assembly: April 19, 2017

Board of Trustees: June 15, 2017